THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT

TUESDAY, JULY 28, 2026 8:45 AM
Kathleen C. Wright Building
600 Southeast Third Avenue, Board Room
Fort Lauderdale, Florida 33301

AGENDA FOR REGULAR SCHOOL BOARD MEETING

REGULAR SCHOOL BOARD MEETING CAN BE VIEWED VIA LIVE STREAM OVER THE INTERNET ON THE DISTRICT'S WEBSITE (www.browardschools.com).

School Board meetings will be held with Board Members being physically present and via electronic communication. This advertised Regular School Board Meeting will be accessible virtually. **Public Written Agenda Comments - Members of the public may submit public written comments by selecting the eComments tab at the following District webpage: https://www.browardschools.com/Page/55263. Public Written Agenda Comments must be submitted no later than 1:00 p.m. the day before the published date of the School Board Meeting or Workshop. Anonymous comments will not be accepted; therefore, written comments must include the person's name, city of residence, and zip code. Written agenda comments may not exceed a maximum of twenty-two hundred and fifty (2250) characters.** Pursuant to School Board Policy 1020, the public may speak a total of twelve (12) minutes during any single meeting. Additionally, in the event a large group of individuals (ten (10) or more) sign-up to speak on any one agenda item, the Board Chair has the authority to adjust the time limit for each speaker to speak less than the three (3) minutes usually permitted or limit the overall time speakers will be heard on that item.

Free guest parking is available at the southeast 3rd Avenue parking lot on all School Board meeting dates.

CALL TO ORDER

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

MINUTES FOR APPROVAL

Minutes
May 5, 2026 - Regular School Board Meeting
May 11, 2026 - Special School Board Meeting

05-05-26 Reg Mtg Min.pdf
05-11-26 Special Mtg Min.pdf

ADDED / CHANGED ITEMS

CLOSE AGENDA

STUDENT RECOGNITIONS

IN MEMORIUM

Kenneth Bankson	Teacher McNicol Middle School	Born: October 4, 1967 Deceased: June 18, 2026
Christina Mohamed	Teacher Hollywood Hills High	Born: September 6, 1988 Deceased: Junio 16, 2026
Josefa Morin Torres	Teacher Assistant Sawgrass Elementary	Born: February 5, 1958 Deceased: June 24, 2026
Zangria Sutton	Teacher Watkins Elementary	Born: December 16, 1972 Deceased: June 25, 2026

SPEAKERS

***** CONSENT AGENDA *****

AGENDA COMMENTS

ITEMS

Consent agenda items will be noted by a single letter, and open agenda items will be noted by double letters in accordance with Policy 1020.

H. HUMAN RESOURCES (CONSENT)

H-1. Appointments, Leaves, and Separations of Employment
EXHIBITS FORTHCOMING
Approve the appointments, leaves, and separations of employment. District-wide

H-2. Employee Corrective Actions/Probationary Release
EXHIBITS FORTHCOMING
Approve employee discipline and corrective actions. District-wide

H-3. Supplemental Pay Position 1
EXHIBITS FORTHCOMING
Approved supplemental pay positions for the 2026/2027 school/fiscal year. District-wide

H-4. 2025-2026 Annual Educational Equity Act Plan
Receive the 2025-2026 Annual Educational Equity Act Plan. District-wide

Executive Summary.pdf
Annual Educational Equity Act Plan.pdf

A. ACADEMICS (CONSENT)

A-1. Agreement with Mental Health America of Southeast Florida, Inc.
Approve Agreement between The School Board of Broward County, Florida

(SBBC) and Mental Heath America of Southeast Florida, Inc. (MHASEF). District-wide

Executive Summary.pdf
Agreement.pdf

A-2. **Agreement with Take Stock in Children of Broward County, Inc.**
Approve Agreement between The School Board of Broward County, Florida (SBBC) and Take Stock in Children of Broward County, Inc (TSIC). District-wide

Executive Summary.pdf
Agreement.pdf

B. BOARD MEMBERS (CONSENT)

B-1. **Establishing Safe and Responsible Device Use for Students**
Direct the Superintendent to: (1) Ensure that Linewize is implemented to catch any concerning student use of school devices and that they are sent to DSOC in real time. (2) Limit the screen time of VPK-through 2nd grade students to only what is necessary for state-mandated testing and/or accommodations for students with special needs. (3) Ensure that the AI policy and related technology policies coming to the School Board on August 4, 2026, include the maximum limitation on device and AI use for our elementary school-level students. (Leonardi)

Executive Summary.pdf

C. OFFICE OF THE SUPERINTENDENT (CONSENT)

E. SAFETY & SECURITY (CONSENT)

F. FINANCIAL MANAGEMENT (CONSENT)

F-1. **Surplus of Tangible Personal Property for the Period Ended May 31, 2026**
Approve the Surplus of Tangible Personal Property for the Period Ended May 31, 2026. District-wide

Executive Summary.pdf
Surplus Report May 2026.pdf

F-2. **Budget Report for the Period Ended May 31, 2026**
EXHIBITS FORTHCOMING

Approve the Budget Reports for the period ended May 31, 2026. District-wide

G. GENERAL COUNSEL (CONSENT)

J. CAPITAL PROGRAMS (CONSENT)

J-1. **Easements Agreement**
Approve the Easements Agreement (Agreement) between the School Board of Broward County, Florida (SBBC) and Florida Power & Light Company (FPL),

to permit the installation of overhead power lines at the Physical Plant Operations Zone 3 (PPO Zone 3) facility. District 1

Executive Summary.pdf
Easements Agreement.pdf

J-2. **Utility Easement Agreement and Bill of Sale - Welleby ES, P.002114**
Approve Utility Easement Agreement and Bill of Sale between The School Board of Broward County, Florida and the City of Sunrise for Welleby Elementary School. District 5

Executive Summary.pdf
Utility Easement.pdf
Bill of Sale.pdf

L. CHIEF OF STAFF & COMMUNICATIONS (CONSENT)

M. STRATEGY & OPERATIONS (CONSENT)

M-1. **Charter School Deferral - Florida Charter School Organization IV, Inc. - SACS II**
Approve the request to defer the opening of Florida Charter School Organization IV, Inc. d/b/a Summit Academy Charter School II until the 2027-2028 school year. District 6

Executive Summary.pdf
Deferral Letter.pdf
Sunbiz - ONLINE.pdf
Original Application - ONLINE.pdf
Current Charter Agreement - ONLINE.pdf

O. OPERATIONS (CONSENT)

O-1. **Superintendent's Recommendations for Pre-Qualification Certification**
Approve the Recommendations of the Qualification, Selection, and Evaluation Committee (QSEC) Meeting held on June 25, 2026, to certify, re-certify firms, increase pre-qualification limits for specific firms, and revoke those that did not renew, as reflected in the attached Superintendent Recommendations - Tracking Report. District-wide

Executive Summary.pdf
Superintendent Recommendation.pdf
Pre-Qualification Report.pdf

O-2. **FY24-119 - Fire Academy Education Program - City of Fort Lauderdale**
Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and the City of Fort Lauderdale, Broward County, and Design of Circle, with a term that commences on August 1, 2026, and concludes on July 31, 2027, with no budget authority required. District-wide

Executive Summary.pdf

Financial Analysis Worksheet.pdf
Original Agreement.pdf
First Amendment.pdf

S. SCHOOLS (LEARNING COMMUNITIES) (CONSENT)

S-1. Renaming of Plantation High School
Approve the renaming of Plantation High School to "Plantation High School 6-12". District 5

Executive Summary.pdf
Supporting documents.pdf

T. INFORMATION SYSTEMS (CONSENT)

***** END OF CONSENT AGENDA *****

COMMITTEE REPORTS

(Committee Reports listed on the Regular School Board Meeting agenda will be heard immediately following the Consent Agenda.)
Broward County Council PTAs/PTSAs
Broward Education Foundation
Employee Unions/Groups
Parent Teacher Organization (PTOs)

SUPERINTENDENT'S REPORT

***** REGULAR/OPEN AGENDA *****

HH. HUMAN RESOURCES (OPEN)

AA. ACADEMICS (OPEN)

AA-1. Broward County Public Schools 2026-2027 Comprehensive Evidence-Based Reading Plan
Approve the Broward County Public Schools (BCPS) 2026-2027 Comprehensive Evidence-Based Reading Plan. District-wide

Executive Summary.pdf
26-27_BCPS CERP Plan.pdf

AA-2. CareerSource Broward Memorandum of Understanding (MOU)
Approve the Memorandum of Understanding (MOU) between The School Board of Broward County, Florida (SBBC), and CareerSource Broward. District-wide

Executive Summary.pdf
Memorandum of Understanding.pdf

AA-3. Recommendation for First Amendment to Agreement with Broward Behavioral Health Coalition, Inc.
Approve the recommendation for the Fist Amendment with Broward Behavioral

Health Coalition, Inc. (BBHC). District-wide

Executive Summary.pdf
BBHC First Amendment.pdf

AA-4. State Funded Mental Health Assistance Allocation Plan
Approve the Mental Health Assistance Allocation (MHAA) Plan for the school year 2026-2027, which must be submitted to the Florida Department of Education by August 1, 2026. District-wide

Executive Summary.pdf
MHAA Application Plan.pdf
Mental Health Plan Expenditures.pdf

BB. BOARD MEMBERS (OPEN)

CC. OFFICE OF THE SUPERINTENDENT (OPEN)

DD. CHIEF AUDITOR (OPEN)

DD-1. Performance Audit Report-Payroll, Overtime & Overpayment Audit Qtr 3 FY25
SPECIAL ORDER - 11:30 A.M.
Receive the Performance Audit Report of the Payroll, Overtime and Overpayment Audit of the Third Quarter 2025. District-wide

Executive Summary.pdf
Payroll, OT & Overpay Audit Rpt.pdf
061826 Meeting Excerpts.pdf

DD-2. Internal Funds Audit Report-Audit of the Internal Funds of Selected Schools
Receive Internal Funds Audit Report-Audit of the Internal Funds of Selected Schools. District-wide

Executive Summary.pdf
Internal Funds Audit Report.pdf
061826 Meeting Excerpts.pdf

DD-3. Internal Audit Report-Property and Inventory Audits of Selected Locations
Receive Internal Audit Report - Property and Inventory Audits of Selected Locations 2025-2026. District-wide

Executive Summary.pdf
P&I Audit Report.pdf
061826 Meeting Excerpts.pdf

DD-4. Internal Audit of Human Resources Function
SPECIAL ORDER - 11:30 A.M.
Receive Carr, Riggs & Ingram (CRI) - Internal Audit of Human Resources Function June 2026. District-wide

Executive Summary.pdf
HR Function Audit Rpt.pdf
061826 Meeting Excerpts.pdf

DD-5. Office of the Chief Auditor-Proposed Audit Plan for the 2026-2027 School/Fiscal Year
EXHIBITS FORTHCOMING
Receive and Approve the Office of the Chief Auditor - Proposed Audit Plan for the 2026-2027 School/Fiscal Year. District-wide

EE. SAFETY & SECURITY (OPEN)

FF. FINANCIAL MANAGEMENT (OPEN)

FF-1. Grant Applications - Pre & Post-Submission
Approve the submission of the following grant applications. District-wide

Executive Summaries.pdf

GG. GENERAL COUNSEL (OPEN)

JJ. CAPITAL PROGRAMS (OPEN)

JJ-1. Change Order #10 - Boyd Anderson HS, P.001846
Approve Change Order #10 granting 1,088 additional calendar days. District 5

Executive Summary.pdf
Change Order.pdf
Time Impact Analysis (TIA).pdf
Approved COI Log.pdf
Collaboration Form.pdf

JJ-2. Change Order #12 - Coral Springs MS, P.001979
Approve additional funding in the amount of $27,705 and approve Change Order #12 in the amount of $6,164.83. District 4

Executive Summary.pdf
Change Order.pdf
Approved COI Log.pdf
Collaboration Form.pdf

JJ-3. Final Acceptance, Release of Retainage - Blanche Ely HS, P.002893, LEGO
Approve Final Acceptance of the Blanche Ely High School Bus Loop Renovations Project, P.002893; authorize release of final retainage to LEGO Construction Co. (LEGO Construction); and approve a 329-calendar-day time extension from Substantial to Final Completion to reconcile the Contract Time. District 7

Executive Summary.pdf
Closeout Documents.pdf

Collaboration Form.pdf

JJ-4. **Final Acceptance, Release of Retainage - Forest Glen MS, P.001865, Thornton**
Approve Final Acceptance of the Forest Glen Middle School Project, P.001865; authorize release of final retainage to Thornton Construction Company, Inc. (Thornton Construction); and approve a 761-calendar-day time extension to Substantial Completion and a 217-calendar-day time extension from Substantial to Final Completion to reconcile the Contract Time. District 4

Executive Summary.pdf
Closeout Documents.pdf
LD Review Memo.pdf
Collaboration Form.pdf

JJ-5. **Facility Use Agreement with Inter Miami FTL Stadium, LLC**
Approve the Facility Use Agreement (Agreement) between the School Board of Broward County, Florida (SBBC) and Inter Miami FTL Stadium, LLC (Inter) for the use of Inter Miami CF's Sports Field at the Florida Blue Training Center during the 2026-27 school year. District-wide

Executive Summary.pdf
Facility Use Agreement.pdf

JJ-6. **ROCS Ground Lease Agreement**
Approve the Resident on Campus Security (ROCS) Ground Lease Agreement (New Agreement) between the School Board of Broward County, Florida (SBBC), and Nicholas De Quarto (Lessee). District 1

Executive Summary.pdf
Ground Lease Agreement.pdf

LL. CHIEF OF STAFF & COMMUNICATIONS (OPEN)

MM. STRATEGY & OPERATIONS (OPEN)

MM-1. **Agreement with South Broward Hospital District**
Approve the Agreement with the South Broward Hospital District to provide golf carts to be used by on-campus athletic trainers. The identified high schools are Blanche Ely, Boyd H. Anderson, Coconut Creek, Pompano Beach, and Stranahan as picked by the South Broward Hospital District. Districts 3, 5 & 7

Executive Summary
Agreement South Broward Hospital District

MM-2. **Student Enrichment Through the Arts (SEAS)**
Approve the 2026-2027 SEAS program, allowing SBBC District school students the opportunity to attend an educational performance at the Broward Center for the Performing Arts. District-wide

Executive Summary.pdf

SEAS Matrix 2026-2027.pdf
Historical Agreement with Performing Arts Center Authority.pdf

OO. OPERATIONS (OPEN)

OO-1. AGR24-323 – Broward College Preparatory Transition Deferment Program
Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and The District Board of Trustees of Broward College, Florida, for a term that commences on August 1, 2026, and concludes on July 31, 2027, with budget authority in the amount of $10,000. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Original Agreement.pdf
First Amendment.pdf

OO-2. AGR24-324 – Supplemental Software (Acaletics)
Approve the Second Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Acaletics with a term that commences on August 1, 2026, and concludes on July 31, 2027, with no increase in budget authority. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Original Agreement.pdf
First Amendment.pdf
Second Amendment.pdf
Teacher Survey.pdf
Principal Survey.pdf

OO-3. AGR24-346 – Supplemental Software (J&J Educational, Bootcamp, Inc.)
Approve the Second Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and J&J Educational Boot Camp, Inc., for a term that commences on August 1, 2026, and concludes on July 31, 2027, with no increase in budget authority. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Original Agreement.pdf
First Amendment.pdf
Second Amendment.pdf
Teacher Survey.pdf
Principal Survey.pdf

OO-4. AGR25-021 - Dual Enrollment - Florida Atlantic University (FAU)
Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and The Florida Atlantic University of Florida Board of Trustees (FAU), for a term that commences on August 1, 2026, and concludes on July 31, 2028, with budget authority in the amount of $60,000. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Original Agreement.pdf
First Amendment.pdf

OO-5. **AGR25-029 - Supplemental Software (Scholastic, Inc.)**
Approve the Second Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Scholastic, Inc., for a term that commences on August 1, 2026, and concludes on July 31, 2027, with no increase in budget authority. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Original Agreement.pdf
First Amendment.pdf
Second Amendment.pdf
Teacher Survey.pdf
Principal Survey.pdf

OO-6. **AGR25-030 – Supplemental Software (EPS Operations, LLC)**
Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and EPS Operations, LLC, for a term that commences on August 1, 2026, and concludes on July 31, 2027, with no increase in budget authority. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Original Agreement.pdf
First Amendment.pdf
Teacher Suvey.pdf
Principal Survey.pdf

OO-7. **AGR25-138 – Transition Deferment Program (ARC Broward)**
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and ARC Broward Inc., with a budget authority in the amount of $4,699,385. District-wide

Executive Summary.pdf
FInancial Analysis Worksheet.pdf
Agreement.pdf

OO-8. **AGR25-172 – Transportation GPS System and Mobile Application**
Approve the Novation Agreement and First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), Calamp Wireless Networks Corporation, and Synovia Solutions LLC. This is a vendor name change for a previously approved agreement, and as such, there is no financial impact. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf

Original Agreement.pdf
First Amendment.pdf

OO-9. AGR26-169 – Annual Accreditation Membership & Dues (Cognia)
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Cognia, Inc., with a Budget Authority of $972,200. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Agreement.pdf

OO-10. AGR26-190 – Supplemental Software (Edmentum, Inc.)
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Edmentum, Inc., with budget authority in the amount of $260,000. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Agreement.pdf

OO-11. AGR26-203 – Supplemental Software (Reading Horizons)
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and HEC Software, Inc. (Reading Horizons) with a term that commences on August 1, 2026, and concludes on July 31, 2027, with budget authority in the amount of $100,000. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Agreement.pdf
Teacher Survey.pdf
Principal Survey.pdf
Academic Software List.pdf

OO-12. AGR27-009 – Supplemental Software (Kognity USA)
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Kognity, USA, with budget authority in the amount of $20,300. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Agreement.pdf

OO-13. AGR-FY24-161 – Destination Knowledge
Approve the First Amendment between The School Board of Broward County, Florida (SBBC), and DKMarsh, Inc., d/b/a Destination Knowledge, for a term that commences on September 1, 2026, and concludes on August 31, 2027, with budget authority in the amount of $309,784. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Original Agreement.pdf

First Amendment.pdf
Renewal Letter.pdf

OO-14. FY23-226 - Online Database-Gale in Context Cengage Learning
Approve the Second Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Cengage Learning, Inc., and additional budget authority in the amount of $227,470. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Original Agreement.pdf
First Amendment.pdf
Second Amendment.pdf

OO-15. ITB-FY22-020 - Fortinet Enterprise Firewall
Approve the First Renewal for ITB-FY22-020 - Fortinet Enterprise Firewall, awarded to United Data Technologies Inc., d/b/a UDT, with budget authority in the amount of $1,741,314. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Renewal Letter.pdf

OO-16. ITB-FY23-013 – Recycling Services
Approve the Second Renewal of Invitation to Bid (ITB) ITB-FY23-013 – Recycling Services awarded to Coastal Waste & Recycling of Broward County, LLC, with budget authority in the amount of $380,000. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Renewal Letter.pdf
Evaluation.pdf

OO-17. ITB-FY24-053 – Floor Machines, Supplies, and Repair Parts
Approve the First Renewal for Invitation to Bid (ITB) ITB-FY24-053 – Floor Machines, Supplies, and Repair Parts to the following two Vendors: 1) Dade Paper & Bag, LLC; 2) South Florida Janitorial & Pool Supply, Inc., with budget authority in the amount of $1,267,140. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Renewal Letters-2.pdf
Evaluations-2.pdf

OO-18. PY26-196 – Printing and Graphics Program Device
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Konica Minolta Business Solutions U.S.A., Inc., with budget authority in the amount of $139,000. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf

Agreement.pdf
Notice of Intent.pdf

OO-19. PY27-014 – Foam Hand Soap with Dispensers

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and South Florida Janitorial & Pool Supply, Inc., and the budget authority in the amount of $523,236. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Agreement.pdf
Notice of Intent.pdf

OO-20. RFP-19-097E – WAN Fiber Options

Approve the Novation and Third Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), Zayo Education, Inc., and Zaya Education LLC, for a term that commences on March 3, 2020, and concludes on March 3, 2030, with budget authority in the amount of $495,325. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Original Agreement.pdf
First Amendment.pdf
Second Amendment.pdf
Third Amendment.pdf

OO-21. RFP-FY24-017 - Group Term Life, Accidental Death/Dismemberment Insurance

Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Mutual of Omaha Insurance Company, for a term that commences on January 1, 2027, and concludes on December 31, 2027, with budget authority in the amount of $2,244,000. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
First Amendment.pdf
Evaluation.pdf

OO-22. AGR25-112 – Center for the Collaborative Classroom Incorporated (SIPPS)
(Postponed from June 23, 2026, SSBM)
MEMO TO VOTE DOWN

Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Center for the Collaborative Classroom (SIPPS) with a term that commences on August 1, 2026, and concludes on July 31, 2027, with budget authority in the amount of $90,927.99. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Original Agreement.pdf

First Amendment.pdf
Principal Survey.pdf
Item 42 - Postponed ARF.pdf
Memo to Vote Down.pdf

OO-23. AGR25-112 – Center for the Collaborative Classroom Incorporated (SIPPS)
Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Center for the Collaborative Classroom (SIPPS) with a term that commences on August 1, 2026, and concludes on July 31, 2027, with budget authority of $90,927.99. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Original Agreement.pdf
First Amendment.pdf
Teacher Survey.pdf
Principal Survey.pdf
Academic Software List.pdf

PP. POLICIES (OPEN)

PP-1. School Board Policies
SPECIAL ORDER - 9:00 A.M.
Adopt and rescind School Board Policies. The effective date of this action shall be July 29, 2026. District-wide

FINAL RULEMAKING PUBLIC HEARING AT 9:00 A.M.

Executive Summary.pdf
Policies for Adoption.pdf
Policies for Rescission.pdf

RR. RESOLUTIONS (OPEN)

RR-1. Resolution No. 27-01 - Master Equipment Lease
Adopt Resolution No. 27-01 - Master Equipment Lease, which will authorize the execution and delivery of a Master Lease-Purchase Agreement and related Agreements with JP Morgan Chase Bank, N.A., with respect to the acquisition, purchase, financing and leasing of certain equipment and vehicles in an aggregate principal amount not to exceed $300,000,000; District-wide

Executive Summary.pdf
Resolution 27-01.pdf
Forms of Exhibits A-B.pdf

RR-2. 2026-2027 School Board Resolutions
EXHIBITS FORTHCOMING
Adopt the list of Resolutions for the 2026-2027 School Year. District-wide

SS. SCHOOLS (LEARNING COMMUNITIES) (OPEN)

TT. INFORMATION SYSTEMS (OPEN)

SPEAKERS

4:00 p.m. (Public Speakers for the Regular School Board Meeting will be heard at 4 p.m. or immediately following the meeting, whichever is earliest.)

BOARD MEMBER DISCUSSION(S)

CLOSED DOOR - None scheduled for this meeting.

ATTORNEY CLIENT SESSION(S) - None scheduled for this meeting.

ADJOURNMENT

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or email eeo@browardschools.com.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or email eeo@browardschools.com. Language Interpretation/Translation Services are available for the public upon request to the Bilingual/ESOL Department by emailing ESOLRequests@browardschools.com.

Any person who decides to appeal any decision made at a meeting(s) announced by this Notice with respect to any matter considered at such meeting(s) will need a record of the proceedings and for such purpose may need that a verbatim record of the proceeding is made, which records testimony and evidence upon which the appeal is to be based.

Telephone conferencing or other telecommunications technology may be used in conducting this public meeting to permit absent Board Members to participate in discussions, to be heard by other School Board Members and the public, and to hear discussions taking place during the meeting.

Notice is hereby given that two or more Board Members of The School Board of Broward County, Florida, may be participating.

Status:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	
DEPARTMENT:	Official School Board Records

Agenda Item Number:	
Consent or Open Item:	Minutes
Special Order:	NO
Time for Special Order:	

TITLE:

Minutes

REQUESTED ACTION:

May 5, 2026 - Regular School Board Meeting
May 11, 2026 - Special School Board Meeting

RATIONALE:

EXHIBITS:

FINANCIAL IMPACT:

STRATEGIC PLAN ALIGNMENT:
Student Focus Outcomes

OR **Business Operations**

BOARD ACTION:
(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:		Phone:	
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Signature

Electronic Signature
Form \$4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: _____

By: _____
School Board Chair

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

OFFICE OF THE SUPERINTENDENT

May 5, 2026
Tuesday, 8:45 a.m.

MINUTES OF REGULAR SCHOOL BOARD MEETING

The School Board of Broward County, Florida, met in special session at 8:47 a.m., in the Board Room of the Kathleen C. Wright Administrative Center, 600 Southeast Third Avenue, Fort Lauderdale, Florida. Present were: School Board Members Sarah Leonardi, Chair; Dr. Jeff Holness, Vice Chair; Lori Alhadeff; Adam Cervera, Esq.; Debra Hixon; Maura McCarthy Bulman; Nora Rupert; Rebecca Thompson; Dr. Allen Zeman; Dr. Howard Hepburn, Superintendent of Schools; and Kathy Dupuy-Bruno, General Counsel.

Call to Order The Chair called the meeting to order. Board Member Rupert introduced students from Sanders Park Elementary School who led The Pledge of Allegiance to the Flag of the United States of America.

Moment of Silence was held for Joby Siepert, Budget Support Specialist in the Magnet & Innovative Program Office.

Minutes for Approval Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the official Minutes for the following Board Meetings: (9-0 vote)
• March 31, 2026 - Special School Board Meeting
• April 7, 2026 - Regular School Board Meeting

Added / Changed Items The Superintendent released a revised agenda with certain changes for this meeting and published it on the school District's website on April 22, 2026, April 28, 2026, May 1, 2026, and May 4, 2026.

Added Minutes: March 31, 2026, SSBM; April 7, 2026, RSBM
Added: A-4, B-1, B-2, B-4, B-5, GG-1 through GG-3, JJ-7, JJ-8, MM-9 through MM-12, OO-12 through OO-14, OO-17, OO-18
Additional Information: H-2, H-3
Added Session: Attorney Client
Added Speakers (AM): Nathalie Lynch-Walsh, Delvin King, Tracie Summerville, Trudy Jermanovich, Brian Shaffer-Wicks
Revised: H-1, F-2, OO-15
Special Order: B-3, LL-1
Withdrawn: OO-7, OO-9, OO-16

The Chair finds pursuant to Section 120.525, Florida Statues, that good cause exists for such changes and accepts the revised agenda.

Close Agenda Upon motion by Dr. Zeman, seconded by Ms. Thompson and carried, the Agenda was approved and declared closed. (9-0 vote)

In Memorium

Joann Early	Teacher Assistant - ESE Country Isles Elementary	Born: August 19, 1962 Deceased: April 2, 2026
Andre Samuel	Teacher Resource - Elementary Oriole Elementary	Born: January 19, 1980 Deceased: April 5, 2026
Jason Romage	Teacher Assistant - TI-ESE Discovery Elementary	Born: April 29, 1999 Deceased: April 8, 2026
Amy Nast	Teacher-Reading Coach/Resource Westglades Middle	Born: December 16, 1968 Deceased: April 13, 2026
Joby Siepert	Budget Support Specialist Magnet & Innovation Programs	Born: May 22, 1947 Deceased: April 25, 2026
Sherwin Brown	Campus Monitor SSEP IZONES - 3	Born: June 4, 1963 Deceased: April 27, 2026

Speakers

1. Brian Shaffer-Wicks
2. Trudy Jermanovich
3. Delvin King
4. Nathalie Lynch Walsh

Consent Agenda Following identification of those items Board Members and members of the public indicated they would like considered separately, motion was made by Dr. Zeman seconded by Mrs. Bulman and carried, to approve the Consent Agenda for the remaining items (identified by *). (9-0 vote)

Open Agenda Following identification of those items Board Members and members of the public indicated they would like considered separately, motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Open Items that were not indicated to be pulled for discussion.
Mrs. Alhadeff was absent for the vote. (8-0 vote)

***** CONSENT AGENDA *****

Items Consent agenda items will be noted by a single letter, and open agenda items will be noted by double letters in accordance with Policy 1020.

H. HUMAN RESOURCES (CONSENT)

H-1. Appointments, Leaves, and Separations of Employment (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the appointments, leaves, and separations of employment. District-wide (9-0 vote)

Agenda Items H-1 and GG-3 were moved and discussed concurrently.

Comments were made congratulating retirees and wishing departing employees well.

A vote was taken on these items.

H-2. Employee Corrective Actions/Probationary Release (Approved)
Motion was made by Ms. Thompson, seconded by Mrs. Hixon and carried, to approve employee discipline and corrective actions. District-wide (9-0 vote)

No discussion was held, and a vote was taken on this item.

(Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to bring Agenda Item H-2 back for public comment.)

The Chair received public comments.

A brief comment was made regarding the ongoing investigation, and appreciation was expressed for staff's commitment to conducting investigations objectively and based on the facts.

A vote was taken on this item.

***H-3. Supplemental Pay Positions 10 (Approved)**
Approved the supplemental pay positions for the 2025/2026 school/fiscal year. District-wide

A. ACADEMICS (CONSENT)

A-1. FY-26-193 - Boys and Girls Club Data Sharing Agreement-Identifiable (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Agreement between the Boys and Girls Club of Broward County, Inc. (BGCBC) and the School Board of Broward County, Florida (SBBC). Contract term Date of Last signature through June 30, 2027, with the option of two 1-year extensions. District-wide (9-0 vote)

The Board held a lengthy discussion which included, but was not limited to, inquiries regarding parent and student data privacy, consent requirements, and security safeguards within the data-sharing agreement; the partnership's potential to enhance academic support and student outcomes; recommendations to use general, secure email accounts and standard operating procedures to strengthen oversight and continuity; recognition of the agreement as a model for protecting student and parent data through strict opt-in and usage restrictions; and the educational benefits of sharing data to identify academic needs, provide targeted interventions, monitor progress, and support at-risk students.

A vote was taken on this item.

A-2. Intuit Charitable Contribution, License, and Donation Agreement (Approved)

Motion was made by Ms. Thompson, seconded by Dr. Zeman and carried, to approve the new Agreement between The School Board of Broward County, Florida (SBBC), and Intuit, Inc for the donation of a food truck to Blanche Ely High School through the three- year agreement for food truck and additional funds for the culinary program to purchase food and equipment as needed. District 7 (9-0 vote)

Board discussion included appreciation for a donated food truck to support the school's culinary program, and inquiries regarding community use, vehicle oversight, insurance, maintenance, and student safety procedures.

A vote was taken on this item.

***A-3. 2026-2027 New Waivers (Approved)**

Approved New Waivers for the 2026 - 2027 school year. The New Waivers are for Professional Study Days and Exam Exemptions. District-wide

A-4. Big Brothers/Big Sisters of Broward, Inc. (Approved)

Motion was made by Dr. Zeman, seconded by Ms. Thompson and carried, to approve Agreement between The School Board of Broward County, Florida (SBBC) and Big Brothers/Big Sisters of Broward, Inc. (BBBS). District-wide (9-0 vote)

Comments were made supporting the partnership with Big Brothers Big Sisters, recognizing its positive impact on students through mentorship, and expressing appreciation for efforts to finalize the agreement and maintain the organization's presence in schools.

A vote was taken on this item.

B. BOARD MEMBERS (CONSENT)

B-1. Expansion of Magnet Programs (Not Approved)

Motion was made by Dr. Zeman, seconded by Ms. Thompson, to Direct the Superintendent of Schools to explore strategies to expand the number of top-rated, all-magnet high schools modeled after Pompano Beach High School to at least four schools, with implementation beginning with the 2027-2028 school year and to be completed no later than the 2029–2030 school year. Holness Mrs. Alhadeff, Mrs. Bulman, Mr. Cervera, Mrs. Hixon, Mrs. Rupert, Ms. Thompson, and Dr. Zeman voted no. (2-7 vote)

Board discussion included, but was not limited to, expanding magnet high schools to attract and retain students; concerns regarding costs and implementation; consideration of magnet programs as part of the District's redefining efforts; and strategies to compete with private and charter schools for enrollment.

A vote was taken on this item.

B-2. Exploration of At-Home Wi-Fi Access Options for Students
(Approved as Amended)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon, to direct the superintendent to explore ways to provide Wi-Fi to students at home and bring those options back to the board by August 1, 2026. Leonardi. **This Motion was superseded by a Motion to Amend (page 6).** (9-0 vote)

The Chair received public comments.

Board discussion pertained to students lacking home Wi-Fi access for school-issued laptops; partnerships and low-cost internet options; concerns about district spending and duplicating existing free internet programs; the need to limit assistance to financially eligible students; equity for all students for online assignment access; and improving awareness of available programs.

Motion to Table (Carried)
Motion was made by Mrs. Leonardi, seconded by Dr. Zeman and carried, to table Agenda Item B-2, Exploration of At-Home Wi-Fi Access Options for Students until later in the meeting. (9-0 vote)

A vote was taken on the Motion to Table.

(Motion was made by Dr. Zeman, seconded by Mrs. Hixon to bring back Agenda Item B-2 for discussion.)

Comments were made regarding prior district research into student internet access options; clarification was given that earlier vendor outreach was informational only, and no agreements were finalized; existing free and low-cost internet resources on the student website were reviewed; and concerns were raised about lack of student awareness of available programs.

Substitute Motion (Carried)
Motion was made by Mrs. Hixon, seconded by Mr. Cervera and carried, I move to Direct the Superintendent to send out through a parent link, all of the information of how to access internet at low or no cost that is currently accessible on the district website; and to add a direct link to the homepage of the Broward Schools website. (9-0 vote)

The Chair received public comments.

Board discussion included, but was not limited to, concerns about student awareness of available low-cost and no-cost internet programs; clarification that prior district research identified vendor options but did not result in agreements. Suggestions to improve outreach include using school websites, social workers, newsletters, and parent links that direct users to school-specific pages. The survey data showed approximately 3% of responding students lacked home internet access. There was a review of estimated district costs to provide internet service; and the need to increase communication and accessibility of existing resources.

Motion to Amend (Carried)
Motion was made by Mrs. Alhadeff, seconded by Mrs. Leonardi and carried, to add a direct link to the homepage of the Broward Schools website. (9-0 vote)

The Chair received public comments.

A vote was taken on the Amendment.

A vote was taken on the Substitute Motion as amended.

B-3. Proclamations Sponsored by School Board Members
(Approved as Amended)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon, to receive the proclamations sponsored by School Board members. Board.
(9-0 vote)

During the May 5, 2026, Regular School Board Meeting, Board Member Maura McCarthy Bulman (District 1), Board Member Rebecca Thompson (District 2), Board Member Sarah Leonardi, Chair (District 3), Board Member Lori Alhadeff (District 4), Board Member Adam Cervera, Esq. (District 6), Board Member Nora Rupert (District 7), Board Member Dr. Allen Zeman (District 8), and Board Member Debra Hixon (District 9), co-sponsored this item from the dais.

The Chair received public comments.

A brief comment was made expressing support for the item and appreciation to Dr. Jones' family, while recognizing his compassionate leadership and service to the district's most vulnerable students.

A vote was taken on this item.

B-4. Representation on the Florida School Boards Association Advocacy Committee (Approved)

Motion was made by Dr. Zeman, seconded by Ms. Hixon and carried, to appoint an Advocacy Representative Member and Advocacy Representative Member Alternate for the Florida School Boards Association (FSBA) Advocacy Committee for the term July 1, 2026, to June 30, 2027. Board
(9-0 vote)

Comments were made regarding term limits and leadership development. A leadership role was relinquished, and interest in the FSBA position was expressed.

Motion (Carried)
Motion was made by Dr. Zeman, seconded by Mrs. Leonardi and carried, I move that we appoint Rebecca Thompson to the role of Advocacy Representative Member. (9-0 vote)

A vote was taken on the Motion.

A vote was taken on the item.

B-5. Appointment to the Broward Behavioral Health Coalition, Inc. Board of Directors (Approved as Amended)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon, to approve the Memorandum of Understanding with the Broward Behavioral Health Coalition, Inc. ("BBHC") and appoint a School Board Member to serve on BBHC's Board of Directors. Board. **This Motion was superseded by a Motion to Amend.** (9-0 vote)

A brief comment was made pertaining to the importance of appointing a Board member, and an expression of interest in fulfilling the position.

Motion to Amend (Carried)
Motion was made by Mrs. Leonardi, seconded by Mrs. Bulman and carried, I move to appoint Rebecca Thompson to the Broward Behavioral Health Coalition's Board of Directors. (9-0 vote)

The Chair received public comments.

Board discussion pertaining to questions regarding prior conflict-of-interest guidance requiring resignation from the Broward Behavioral Health Coalition board while a new appointment was now being considered; general counsel stated the prior legal analysis would be reviewed and guidance provided.

Motion to Postpone (Failed Due to Lack of Second)
Motion was made by Dr. Zeman, to move to postpone Agenda Item B-5, Appointment to the Broward Behavioral Health Coalition, Inc. Board of Directors to the May 19, 2026, Special School Board Meeting, to receive an answer from the General Counsel to see if the position could be filled.

Comments were made regarding concerns over approving an appointment before general counsel reviewed prior conflict-of-interest guidance. Discussed the Baker Act transportation pilot program, including its expansion from a small group of schools to approximately 53 schools. Staff to provide a detailed follow-up.

Motion to Table (Carried)
Motion was made by Mrs. Leonardi, seconded by Mrs. Hixon and carried, to table Agenda Item B-5, Appointment to the Broward Behavioral Health Coalition, Inc. Board of Directors to later in the meeting. (9-0 vote)

The Chair received public comments.

A vote was taken on the Motion to Table.

Motion to Extend (Carried)
Motion was made by Mrs. Leonardi, seconded by Mrs. Rupert and carried, to extend the Regular School Board Meeting for two hours (7:50 p.m.)
Mrs. Alhadeff, Mrs. Bulman, Mr. Cervera and Dr. Zeman voted no. (5-4 vote)

(Motion was made by Dr. Zeman, seconded by Mrs. Hixon to bring back Agenda Item B-5 for discussion.)

General Counsel shared that review of prior ethics guidance determined the BBHC conflict concern had been resolved through creation of a designated SBBC seat on the Board, allowing the appointment to move forward.

A vote was taken on this item as amended.

C. OFFICE OF THE SUPERINTENDENT (CONSENT)

E. SAFETY & SECURITY (CONSENT)

F. FINANCIAL MANAGEMENT (CONSENT)

***F-1. Surplus of Tangible Personal Property for the Period Ended March 31, 2026 (Approved)**

Approved the Surplus of Tangible Personal Property for the Period Ended March 31, 2026. District-wide

F-2. Budget Report for the Period Ended March 31, 2026 (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Budget Reports for the period ended March 31, 2026. District-wide Mrs. Alhadeff was absent for the vote. (8-0 vote)

The Chair received public comments.

Board discussion included, but was not limited to, concerns regarding salary and overtime expenditures, the risk of falling below the 3% fund balance requirement, internal controls and accountability for personnel costs, and the need for continued fiscal oversight and corrective action.

A vote was taken on this item.

(The Regular School Board Meeting recessed for the Public Hearing.)

G. GENERAL COUNSEL (CONSENT)

J. CAPITAL PROGRAMS (CONSENT)

L. CHIEF OF STAFF & COMMUNICATIONS (CONSENT)

M. STRATEGY & INNOVATION (CONSENT)

***M-1. New Charter Agreement - Florida School Organization IV, Inc. - SACS II (Approved)**

Approved a new charter school agreement for Florida School Organization IV, Inc. d/b/a Summit Academy Charter School II to operate an elementary/middle charter school serving grades kindergarten through eight (K-8) for the 2026-2027 school year. District 6

***M-2. CSRA - Renaissance Charter School, Inc. – 5023 (Approved)**

Approved the Charter School Renewal Agreement for Renaissance Charter School, Inc. d/b/a Renaissance Charter School at Plantation - 5023, to operate a charter elementary/middle school, serving grades kindergarten through eighth (K-8). District 5

***M-3. CSRA - Renaissance Charter School, Inc. – 5161 (Approved)**

Approved the Charter School Renewal Agreement for Renaissance Charter School, Inc. d/b/a North Broward Academy of Excellence Elementary School - 5161, to operate a charter elementary school, serving grades kindergarten through (K-5). District 4

***M-4. First Amendment to the CSRA - BridgePrep Academy, Inc. - 5116 (Approved)**

Approved the First Amendment to the Charter School Renewal Agreement permitting an increase of the grade level configuration to include grades six through eight (6- 8) for BridgePrep Academy, Inc. d/b/a BridgePrep Academy of Hollywood Hills - 5116. District 1

***M-5. Second Amendment to the CSA - BridgePrep Academy, Inc. - 5022 (Approved)**

Approved the Second Amendment to the Charter School Agreement for BridgePrep Academy, Inc. d/b/a BridgePrep Academy of Broward K-8 to relocate. District 1

***M-6. Second Amendment to the CSRA - Renaissance Charter School, Inc. - 5014 (Approved)**

Approved the Second Amendment to the Charter School Renewal Agreement permitting an increase of the grade level configuration to include grades nine through twelve (9-12) for Renaissance Charter School, Inc. d/b/a Renaissance Charter Middle School at Pines - 5014. District 2

***M-7. Second Amendment to the CSRA - Renaissance Charter School, Inc. - 5020 (Approved)**

Approved the Second Amendment to the Charter School Renewal Agreement permitting an increase in grade level configuration to include grades nine through twelve (9-12) for Renaissance Charter School, Inc. d/b/a Renaissance Charter School at Coral Springs – 5020. District 4

***M-8. Third Amendment to the CSRA - The Charter School of Excellence, Inc. – 5271 (Approved)**

Approved the Third Amendment to the Charter School Renewal Agreement for The Charter School of Excellence, Inc. d/b/a/ Charter School of Excellence at Davie - 5271 to change the 2025-2026 calendar regarding the last day of school and any future end-of-year changes. District 6

O. OPERATIONS (CONSENT)

O-1. EDOC Summary of Progress Report - January 1, 2026 - March 31, 2026 (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to receive the Economic Development Opportunities & Compliance Department (EDOC) Summary of Progress Report for the January 1, 2026 – March 31, 2026 reporting period – Quarter 3. District-wide
Mrs. Alhadeff was absent for the vote. (8-0 vote)

(The Regular School Board Meeting resumed with Agenda Item O-1.)

The Chair received public comments.

Comments were made encouraging increased participation by certified small local businesses, acknowledging efforts to support supplier engagement through outreach events, and requesting a review of procurement policies to ensure compliance with newly enacted state laws.

A vote was taken on this item.

O-2. AGR26-163 - Microsoft Enrollment for Education Solutions (EES) Agreement (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve Agreement, AGR26- 163 - Microsoft Enrollment for Education Solutions (EES), between The School Board of Broward County, Florida (SBBC), and Microsoft Corporation. District-wide
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Agenda Items O-2 and OO-12 were moved and discussed concurrently.

Board discussion included recognition of staff efforts to secure technology partnerships and contract savings, appreciation for the benefits these agreements brought to students and the District; and acknowledgment of successful negotiations that resulted in significant cost reductions.

A vote was taken on these items.

*O-3. RFP-FY23-278 - Yearbooks and Memory Books for All Schools (Approved)

Approved the First Amendment and Renewal for the Agreements between The School Board of Broward County, Florida (SBBC), and the following six Vendors: 1) Hercules Achievement, LLC; 2) Jostens, Inc.; 3) Plattsco, Inc. d/b/a Yearbooklife; 4) Taylor Publishing Company d/b/a Balfour; 5) Treering Corporation; 6) Walsworth Publishing Company, Inc. District-wide

S. SCHOOLS (LEARNING COMMUNITIES) (CONSENT)

S-1. Ford Motor Company Training Agreement with Sheridan Technical College (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the above-referenced agreement; Contract Term: October 9, 2025, through October 9, 2030, for the following location: Sheridan Technical College. District-wide
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Board discussion included recognition of the automotive training program's expansion through an additional manufacturer partnership; and highlighted the program's value in providing students with industry skills and career opportunities.

A vote was taken on this item.

T. INFORMATION SYSTEMS (CONSENT)

***** END OF CONSENT AGENDA *****

Committee Reports (Committee Reports listed on the Regular School Board Meeting agenda will be heard immediately following the Consent Agenda.)
Broward County Council PTAs/PTSAs
Broward Education Foundation
Employee Unions/Groups
Parent Teacher Organization (PTOs)

These reports may be viewed in their entirety at: https://www.browardschools.com/meetingagendas
(Click on School Board Meeting May 5, 2026.)

Superintendent's Report
Superintendent Hepburn expressed appreciation for teachers during Teacher Appreciation Week and Teacher Appreciation Day. He recognized their dedication to creating quality learning opportunities for students and highlighted the lasting impact teachers have on shaping students' lives, futures, and communities. He also acknowledged the meaningful experiences educators have when former students share how a teacher positively influenced their lives.

BECON presented a video recap highlighting key moments in the District.

***** REGULAR/OPEN AGENDA *****

HH. HUMAN RESOURCES (OPEN)

AA. ACADEMICS (OPEN)

BB. BOARD MEMBERS (OPEN)

CC. OFFICE OF THE SUPERINTENDENT (OPEN)

DD. CHIEF AUDITOR (OPEN)

EE. SAFETY & SECURITY (OPEN)

FF. FINANCIAL MANAGEMENT (OPEN)

FF-1. Grant Applications - Pre & Post-Submission (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the submission of the following grant applications. District-wide
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Comments were made recognizing the grants team for securing more than $22 million in grant funding, including support for Head Start, school hardening initiatives, and summer VPK programs, and expressed appreciation for their efforts to obtain resources that benefit students and schools.

A vote was taken on this item.

FF-2. University of Central Florida FPCTP (McFatter) Grant Agreement (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Florida Postsecondary Comprehensive Transition Program (FPCTP) Grant Agreement between The University of Central Florida Board of Trustees (UCF) and The School Board of Broward County, Florida. District 6
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Agenda Items FF-2, GG-1, GG-2, JJ-2 through JJ-8, MM-1 through MM-10, MM-12, OO-3, OO-5, OO-8, OO-10, OO-11, OO-13, OO-17, and OO-18 were moved concurrently.

No discussion was held, and a vote was taken on these items.

FF-3. BEF Promise Neighborhood BrowardUP Grant Agreement (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Agreement between The School Board of Broward County, Florida and the Broward Education Foundation (BEF). District-wide
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Board discussion included requests for performance data to measure the program's impact on attendance, behavior, and academic achievement; and recognition of the partnership and grant-funded program as a valuable support for students.

A vote was taken on this item.

GG. GENERAL COUNSEL (OPEN)

GG-1. Agreement - Concord Worldwide Inc. (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Agreement between The School Board of Broward County, Florida (SBBC) and Concord Worldwide Inc. (Concord) for contract lifecycle management computer software. District-wide
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Agenda Items FF-2, GG-1, GG-2, JJ-2 through JJ-8, MM-1 through MM-10, MM-12, OO-3, OO-5, OO-8, OO-10, OO-11, OO-13, OO-17, and OO-18 were moved concurrently.

No discussion was held, and a vote was taken on these items.

GG-2. Agreement - Neola, Inc. (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Agreement between The School Board of Broward County, Florida (SBBC) and Neola, Inc. (Neola), and authorize the Superintendent to approve annual maintenance subscription services in collaboration with the General Counsel. District-wide
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Agenda Items FF-2, GG-1, GG-2, JJ-2 through JJ-8, MM-1 through MM-10, MM-12, OO-3, OO-5, OO-8, OO-10, OO-11, OO-13, OO-17, and OO-18 were moved concurrently.

No discussion was held, and a vote was taken on these items.

GG-3. Initial Employment Agreements - Assistant General Counsels (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the initial Employment Agreements for the following three (3) Assistant General Counsels: Precious Lawrence, Kristen Calzadilla, and Joanne Beral. District-wide (9-0 vote)

Agenda Items H-1 and GG-3 were moved and discussed concurrently.

A vote was taken on these items.

JJ. CAPITAL PROGRAMS (OPEN)

JJ-1. Change Order #6 - Virginia Shuman Young ES, P.002000 (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve additional funding in the amount of $267,400 and approve Change Order #6 in the amount of $267,399.83 and grant 556 additional calendar days. District 3
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Comments were made regarding significant project delays and concerns about completing projects on time and within budget; expectations that improved facility assessments and project scoping would reduce future delays; and a suggestion to rebaseline existing projects and establish updated timelines to improve accountability and community confidence.

A vote was taken on this item.

JJ-2. Change Order #11 - Coral Springs MS, P.001979 (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve additional funding in the amount of $8,587 and approve Change Order #11 in the amount of $8,586.45. District 4
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Agenda Items FF-2, GG-1, GG-2, JJ-2 through JJ-8, MM-1 through MM-10, MM-12, OO-3, OO-5, OO-8, OO-10, OO-11, OO-13, OO-17, and OO-18 were moved concurrently.

No discussion was held, and a vote was taken on these items.

JJ-3. Change Order #11 - Ramblewood ES, P.001725 (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve additional funding in the amount of $136,433 and approve Change Order #11 in the amount of $136,432.68. District 4
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Agenda Items FF-2, GG-1, GG-2, JJ-2 through JJ-8, MM-1 through MM-10, MM-12, OO-3, OO-5, OO-8, OO-10, OO-11, OO-13, OO-17, and OO-18 were moved concurrently.

No discussion was held, and a vote was taken on these items.

JJ-4. Change Order #15 - Driftwood MS, P.001837 (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve Change Order #15 granting 1,072 additional calendar days. District 1
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Agenda Items FF-2, GG-1, GG-2, JJ-2 through JJ-8, MM-1 through MM-10, MM-12, OO-3, OO-5, OO-8, OO-10, OO-11, OO-13, OO-17, and OO-18 were moved concurrently.

No discussion was held, and a vote was taken on these items.

JJ-5. Change Order #17 - Sheridan Hills ES, P.001636 (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve Change Order #17 granting 336 additional calendar days. District 1
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Agenda Items FF-2, GG-1, GG-2, JJ-2 through JJ-8, MM-1 through MM-10, MM-12, OO-3, OO-5, OO-8, OO-10, OO-11, OO-13, OO-17, and OO-18 were moved concurrently.

No discussion was held, and a vote was taken on these items.

JJ-6. Fifth Amendment to PSA - Lauderdale Manors SSC, P.001635

(Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Fifth Amendment to the Professional Services Agreement (PSA between The School Board of Broward County, Florida (SBBC), and CSA Central, Inc. (CSA Central), and authorize the related Additional Spending Authority. District 5
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Agenda Items FF-2, GG-1, GG-2, JJ-2 through JJ-8, MM-1 through MM-10, MM-12, OO-3, OO-5, OO-8, OO-10, OO-11, OO-13, OO-17, and OO-18 were moved concurrently.

No discussion was held, and a vote was taken on these items.

JJ-7. Additional Funding Request – Atlantic West ES, P.001796-ADA

(Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve an increase to the project budget for Atlantic West Elementary School (Project P.001796-ADA) in the amount of $4,100. District 7
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Agenda Items FF-2, GG-1, GG-2, JJ-2 through JJ-8, MM-1 through MM-10, MM-12, OO-3, OO-5, OO-8, OO-10, OO-11, OO-13, OO-17, and OO-18 were moved concurrently.

No discussion was held, and a vote was taken on these items.

JJ-8. Sixth Amendment to PSA - Nob Hill ES, P.002112 **(Approved)**

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Sixth Amendment to the Professional Services Agreement (PSA) between The School Board of Broward County, Florida (SBBC), and The Tamara Peacock Company Architects of Florida, Inc. (Tamara Peacock), in the amount of $4,777, and authorize the related Spending Authority. District 6
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Agenda Items FF-2, GG-1, GG-2, JJ-2 through JJ-8, MM-1 through MM-10, MM-12, OO-3, OO-5, OO-8, OO-10, OO-11, OO-13, OO-17, and OO-18 were moved concurrently.

No discussion was held, and a vote was taken on these items.

LL. CHIEF OF STAFF & COMMUNICATIONS (OPEN)

LL-1. 2026 Referendum – Allocation Framework and Funding Distribution Approval (Approved as Amended)

Motion was made by Mrs. Rupert, seconded by Ms. Thompson, to adopt the final allocation percentages for the 2026 Operating Referendum and establish any minimum eligibility thresholds for employee supplements, to serve as the official funding framework for financial modeling, budget development, collective bargaining, and public communication. District-wide. **This Motion was superseded by a Motion to Amend (Pages 16-18).** (9-0 vote)

The Chair received public comments.

(The Regular School Board Meeting recessed for an Attorney-Client session.)

(The Regular School Board Meeting resumed with Agenda Item LL-1.)

Board discussion included, but was not limited to, referendum voter support and funding allocated to maximize student enrollment and educator compensation; directing more funding to school-based educators while maintaining mental health and safety services; inadequate state funding and the need for advocacy in Tallahassee; reservations that shifting to a 95/5 allocation could result in additional layoffs in safety, security, and mental health positions; and flexibility in future funding allocations and potential surplus funds.

Motion to Amend (No Vote Taken)
Motion was made by Mrs. Rupert, seconded by Mr. Cervera, I move to adopt scenario C with allocation for salaries to 90%, 5% safety, and 5% mental health, and that the Board is fully apprised of the negotiations of the 90% allocation.

The Chair received public comments.

Discussed the scenario C proposal.

Motion as Amended (Carried)
Motion was made by Mrs. Hixon, seconded by Mrs. Leonardi and carried, I move to amend the language in the prior motion, to read as follows:
I move to adopt Scenario C with allocation for salaries no less than 90%, and up to 10% to be divided between Safety and Mental Health**,** and that the Board is fully apprised of the negotiations of the 90% allocation during the union negotiations.
Mrs. Alhadeff, Mrs. Bulman, Dr. Holness, and Ms. Thompson. (5-4 vote)

The Chair received public comments.

Board discussion included, but was not limited to, flexibility in allocating up to 10% of referendum funds between Safety and Mental Health; projected budget shortfalls resulting from declining enrollment; potential impacts of funding changes on security and mental health staffing levels; the importance of maintaining school safety and support for student mental health; and that the 2027-28 school year would be the first year of the specific referendum funds would be available.

Board discussion continued with the impact on personnel; balancing employee compensation with operational needs; consideration of alternative allocation scenarios, including 85%/15 or 87%/13 splits; concerns regarding long-term financial sustainability; and the referendum's potential effect on voter support and future District budgeting.

A vote was taken on the amended motion (page 16).

Board discussion included, but was not limited to, referendum funding allocations for employee compensation, safety, and mental health; projected revenue increases and budget impacts; support for prioritizing school-based educators and mental health services; and concerns regarding referendum language and funding flexibility.

Second Amendment (Carried)
Motion was made by Mrs. Bulman, seconded by Mrs. Leonardi and carried,
I move to amend the language in the motion to read as follows:
I move to adopt Scenario C with allocation for ~~salaries~~ additional compensation no less than 90%,… (9-0 vote)

The Chair received public comments.

General Counsel clarified the ballot language, and explained the status of the amended motion.

Board discussion included clarification of referendum compensation language; consideration of replacing "salaries" with "compensation;" preserving flexibility to fund positions or supplements; and procedural guidance on amending the motion.

Substitute Motion to Amend (Withdrawn)
Motion was made by Mrs. Bulman, seconded by Mrs. Leonardi, I move to amend the language in the motion to read as follows:
I move to adopt Scenario C with allocation for ~~salaries~~ compensation no less than 90%,…

The Chair received public comments.

Mrs. Bulman substituted the word, "salaries" to "compensation" as the word "additional" was removed. She subsequently withdrew her substitute motion and proceeded with her original amendment to retain the phrase "additional compensation." It was made clear that supplements and additional compensation over base salary was the purpose of the exercise for everyone receiving it.

A vote was taken on the Second Amendment.

Second Motion as Amended (Carried)
Motion made by Mrs. Bulman, seconded by Mrs. Leonardi and carried,
I move to adopt Scenario C with allocation for additional compensation no less than 90%, and up to 10% to be divided between Safety and Mental Health, and that the Board is fully apprised of the negotiations of the 90% allocation during the union negotiations. (9-0 vote)

A vote was taken on the Second Motion as Amended.

Third Motion to Amend (Carried)
Motion was made by Mrs. Rupert, seconded by Mrs. Hixon and carried,
I move that the Superintendent review the employees listed in this item, whose salaries are paid for by the referendum so they can be moved to the General Fund. (9-0 vote)

The Chair received public comments.

Comments were made that employees whose positions are funded through the referendum should be informed ahead of time that their roles depend on referendum funding. There was also support for moving mental health and safety positions into the general fund to ensure their long-term stability.

Amendment (Carried)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to add the words after general fund, "by school year 2027-2028," to read as follows:
"I move that the Superintendent review the employees listed in this item, whose salaries are paid for by the referendum so they can be moved to the General Fund by school year 2027-2028." (9-0 vote)

The Chair received public comments.

A vote was taken on the Amendment.

Third Motion as Amended (Carried)
Motion was made by Mrs. Rupert, seconded by Mrs. Hixon and carried,
I move that the Superintendent review the employees listed in this item, whose salaries are paid for by the referendum so they can be moved to the General Fund by school year 2027-2028. (9-0 vote)

A vote was taken on the Third Motion as Amended.

Motion (Failed)
Motion was made by Mrs. Rupert, seconded by Mr. Cervera, I move that the District increase all employees currently being paid 5.5% to 10% for the meet and confer groups.
Dr. Holness and Ms. Thompson were absent for the vote. Mrs. Bulman, Mr. Cervera, Mrs. Hixon, Mrs. Leonardi, and Dr. Zeman voted no. (2-5 vote)

General Counsel advised delaying decisions on allocations for non-bargaining and meet-and-confer units, noting that changes could impact ongoing union negotiations and recommending the matter be revisited after negotiations are completed.

The Chair received public comments.

Board discussion included, concerns that percentage-based compensation increases lacked transparency and could create inequities; and allocating 2027 - 28 compensation funds was premature and could impact future budgets.

A vote was taken on the Motion.

Board discussion culminated with clarification that acceptance of the Superintendent's proposal was to exclude Educational Support & Management Association of Broward (ESMAB) Salary Bands D and above; and a requested follow-up of a toolkit for the Board, principals, and other stakeholders that would like to participate in the awareness campaign.

A vote was taken on this item as amended.

MM. STRATEGY & INNOVATION (OPEN)

MM-1. Venture Design Premium Services Agreement (PSAs) 1 (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the following Premium Services Agreements for fee-based educational services to charter schools for the 2026-2027 school year: District-wide
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Agenda Items FF-2, GG-1, GG-2, JJ-2 through JJ-8, MM-1 through MM-10, MM-12, OO-3, OO-5, OO-8, OO-10, OO-11, OO-13, OO-17, and OO-18 were moved concurrently.

No discussion was held, and a vote was taken on these items.

MM-2. Venture Design Premium Services Agreement (PSAs) 2 (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the following Premium Services Agreements for fee-based educational services to charter schools for the 2026-2027 school year. District-wide
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Agenda Items FF-2, GG-1, GG-2, JJ-2 through JJ-8, MM-1 through MM-10, MM-12, OO-3, OO-5, OO-8, OO-10, OO-11, OO-13, OO-17, and OO-18 were moved concurrently.

No discussion was held, and a vote was taken on these items.

MM-3. Venture Design Premium Services Agreement (PSAs) 3 (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the following Premium Services Agreements for fee-based educational services to charter schools for the 2026-2027 school year. District-wide
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Agenda Items FF-2, GG-1, GG-2, JJ-2 through JJ-8, MM-1 through MM-10, MM-12, OO-3, OO-5, OO-8, OO-10, OO-11, OO-13, OO-17, and OO-18 were moved concurrently.

No discussion was held, and a vote was taken on these items.

MM-4. Venture Design Premium Services Agreement (PSAs) 4 (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the following Premium Services Agreements for fee-based educational services to charter schools for the 2026-2027 school year. District-wide
Mrs. Alhadeff was absent for the vote. (8-0 vote)
Agenda Items FF-2, GG-1, GG-2, JJ-2 through JJ-8, MM-1 through MM-10, MM-12, OO-3, OO-5, OO-8, OO-10, OO-11, OO-13, OO-17, and OO-18 were moved concurrently.

No discussion was held, and a vote was taken on these items.

MM-5. Venture Design Premium Services Agreements (PSAs) 5 (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the following Premium Services Agreements for fee-based educational services to charter schools for the 2026-2027 school year. District-wide
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Agenda Items FF-2, GG-1, GG-2, JJ-2 through JJ-8, MM-1 through MM-10, MM-12, OO-3, OO-5, OO-8, OO-10, OO-11, OO-13, OO-17, and OO-18 were moved concurrently.

No discussion was held, and a vote was taken on these items.

MM-6. Venture Design Premium Services Agreements (PSAs) 6 (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the following Premium Services Agreements for fee-based educational services to charter schools for the 2026-2027 school year. District-wide
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Agenda Items FF-2, GG-1, GG-2, JJ-2 through JJ-8, MM-1 through MM-10, MM-12, OO-3, OO-5, OO-8, OO-10, OO-11, OO-13, OO-17, and OO-18 were moved concurrently.

No discussion was held, and a vote was taken on these items.

MM-7. Venture Design Premium Services Agreements (PSAs) 7 (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the following Premium Services Agreements for fee-based educational services to charter schools for the 2026-2027 school year. District-wide
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Agenda Items FF-2, GG-1, GG-2, JJ-2 through JJ-8, MM-1 through MM-10, MM-12, OO-3, OO-5, OO-8, OO-10, OO-11, OO-13, OO-17, and OO-18 were moved concurrently.

No discussion was held, and a vote was taken on these items.

MM-8. Venture Design Premium Services Agreements (PSAs) 8 (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the following Premium Services Agreements for fee-based educational services to charter schools for the 2026-2027 school year. District-wide
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Agenda Items FF-2, GG-1, GG-2, JJ-2 through JJ-8, MM-1 through MM-10, MM-12, OO-3, OO-5, OO-8, OO-10, OO-11, OO-13, OO-17, and OO-18 were moved concurrently.
No discussion was held, and a vote was taken on these items.

MM-9. Reciprocal Use Agreement with City of Fort Lauderdale (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Reciprocal Use Agreement (RUA) between The School Board of Broward County, Florida (SBBC) and the City of Fort Lauderdale, Florida (City) which will allow the SBBC and the City to utilize each other's facilities. Districts 3 and 5
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Agenda Items FF-2, GG-1, GG-2, JJ-2 through JJ-8, MM-1 through MM-10, MM-12, OO-3, OO-5, OO-8, OO-10, OO-11, OO-13, OO-17, and OO-18 were moved concurrently.

No discussion was held, and a vote was taken on these items.

MM-10. Reciprocal Use Agreement with City of Lauderhill, Florida (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Reciprocal Use Agreement (RUA) between The School Board of Broward County, Florida (SBBC) and the City of Lauderhill, Florida (City) which will allow the SBBC and the City to utilize each other's facilities. District 5
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Agenda Items FF-2, GG-1, GG-2, JJ-2 through JJ-8, MM-1 through MM-10, MM-12, OO-3, OO-5, OO-8, OO-10, OO-11, OO-13, OO-17, and OO-18 were moved concurrently.

No discussion was held, and a vote was taken on these items.

MM-11. ROCS Lease Assignment and Assumption (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Bulman and carried, to approve the Assignment and Assumption of Agreement between the School Board of Broward County, Florida (SBBC), Alfredo Agnone and Jerry Sommer, regarding the Resident on Campus Security (ROCS) program. District 1
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Comments were made expressing appreciation for the ROCS program and the law enforcement officers who help maintain campus safety; and recognizing staff for their prompt efforts to bring the item forward in support of school safety initiatives.

A vote was taken on this item.

MM-12. Second Amendment to Recreation License Agreement - City of Fort Lauderdale (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Second Amendment to the Recreation License Agreement between the School Board of Broward County, Florida (SBBC) and the City of Fort Lauderdale (City), to incorporate certain provisions and list Bennett Elementary and Fort Lauderdale High schools in the Second Amendment to RLA.
Districts 3 and 5
Mrs. Alhadeff was absent for the vote. (8-0 vote)
Agenda Items FF-2, GG-1, GG-2, JJ-2 through JJ-8, MM-1 through MM-10, MM-12, OO-3, OO-5, OO-8, OO-10, OO-11, OO-13, OO-17, and OO-18 were moved concurrently.

No discussion was held, and a vote was taken on these items.

OO. OPERATIONS (OPEN)

OO-1. AGR26-026 – Imagine Language and Literacy Software Program (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the First Amendment Renewal to the Agreement between The School Board of Broward County, Florida (SBBC), and Imagine Learning, LLC, with budget authority in the amount of $640,000. District-wide
Mrs. Alhadeff was absent for the vote. Mr. Cervera voted no. (7-1 vote)

Board discussion included, but was not limited to, concerns regarding software expenditures, usage, and effectiveness; requests for information on software reviews, reductions, and programs that had been discontinued; recommendations that teacher and student feedback be incorporated into software evaluations; and requests to identify software that was required by grants, regulations, or other mandates.

A vote was taken on this item.

OO-2. AGR26-027 – Ellevation Software Program (Postponed to May 19, 2026, SSBM)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon, to approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Curriculum Associates, LLC for a term that commenced on June 17, 2025, and concludes June 30, 2026, and the additional spending authority of $874,497. District-wide **This Motion was superseded by a Motion to Postpone.**
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Board discussion included, but was not limited to, questions regarding the cost and effectiveness of English for Speakers of Other Languages (ESOL) software; efforts to transition compliance functions to Focus; concerns about software expenditures; and consideration of delaying the item for further review.

Motion to Postpone (Carried)
Motion was made by Dr. Zeman, seconded by Mrs. Leonardi and carried, to postpone Agenda Item OO-2, AGR26-027 – Ellevation Software Program to the May 19, 2026 Special School Board Meeting.
Mrs. Alhadeff was absent for the vote. (8-0 vote)

A vote was taken on the Motion to Postpone.

OO-3. AGR26-147 – Charter Schools Compliance Program (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Agreement between The School Board of Broward County, Florida (SBBC), and Critical Elements, LLC, and the budget authority in the amount of $84,000. District-wide
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Agenda Items FF-2, GG-1, GG-2, JJ-2 through JJ-8, MM-1 through MM-10, MM-12, OO-3, OO-5, OO-8, OO-10, OO-11, OO-13, OO-17, and OO-18 were moved concurrently.

No discussion was held, and a vote was taken on these items.

OO-4. AGR26- 185 – Curriculum to Enhance Student Career Pathways (NAF) (Approved)
Motion was made by Dr. Zeman and seconded by Mrs. Hixon and carried, to approve the Agreement between The School Board of Broward County, Florida (SBBC), and NAF, f/k/a, National Academy Foundation, with budget authority of $70,200. District-wide
Mrs. Alhadeff was absent for the vote. Mrs. Leonardi voted no. (7-1 vote)

Comments were made regarding CTE software costs, potential duplication among programs, funding sources, and the use of software to support specific career pathways and industry certifications.

A vote was taken on this item.

OO-5. FY22-018 – State Cost Reporting System (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the First Amendment Renewal to the Agreement between The School Board of Broward County, Florida (SBBC), and Rapid Solutions Group, Inc. (RSG), and the additional budget authority in the amount of $90,375. District-wide
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Agenda Items FF-2, GG-1, GG-2, JJ-2 through JJ-8, MM-1 through MM-10, MM-12, OO-3, OO-5, OO-8, OO-10, OO-11, OO-13, OO-17, and OO-18 were moved concurrently.

No discussion was held, and a vote was taken on these items.

OO-6. FY23-120 - Burlington English Curriculum for Workforce Education (Approved)

Motion was made by Dr. Zeman and seconded by Mrs. Hixon and carried, to approve the Second Amendment and Additional Budget Authority in the amount of $384,000 for the Agreement between The School Board of Broward County, Florida (SBBC), and Burlington English, Inc. District-wide
Mrs. Alhadeff was absent for the vote. Dr. Zeman and Mrs. Leonardi voted no. (6-2 vote)

No discussion was held, and a vote was taken on this item.

OO-7. ITB25-135 – Supply and Installation of Sod (Withdrawn)

OO-8. ITB-FY23-030 - School Bus Transportation Services (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Second Renewal and Additional Budget Authority of $ 840,000 for Invitation to Bid (ITB) ITB-FY23-030 - School Bus Transportation Services with the following four Vendors: 1) Franav, LLC d/b/a Always on the Go; 2) Maranata Bus Services; 3) A1A Transportation, Inc.; 4) World of Kids Transportation Corp. d/b/a E2E Transportation. District-wide
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Agenda Items FF-2, GG-1, GG-2, JJ-2 through JJ-8, MM-1 through MM-10, MM-12, OO-3, OO-5, OO-8, OO-10, OO-11, OO-13, OO-17, and OO-18 were moved concurrently.

No discussion was held, and a vote was taken on these items.

OO-9. ITB-FY23-268 – Bakery Product for Cafeteria (Withdrawn)

OO-10. RFP25-020 - Interpreter Services for the Deaf and Hard of Hearing (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Additional Budget Authority of $1,500,000 for the Request for Proposal (RFP) RFP25-020 - Interpreting Services for the Deaf and Hard of Hearing with the following three Vendors: 1) Indy Interpreting Inc. d/b/a CCI Group; 2) SignTalk LLC; 3) ProSign Interpreting LLC. District-wide
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Agenda Items FF-2, GG-1, GG-2, JJ-2 through JJ-8, MM-1 through MM-10, MM-12, OO-3, OO-5, OO-8, OO-10, OO-11, OO-13, OO-17, and OO-18 were moved concurrently.

No discussion was held, and a vote was taken on these items.

OO-11. RFP-FY21-134 – Disclosure Counsel Services (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the First Amendment for the Agreement between The School Board of Broward County, Florida (SBBC), and Nabors, Giblin & Nickerson, P.A., for a term that commences on July 1, 2026, and concludes on December 31, 2026. District-wide
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Agenda Items FF-2, GG-1, GG-2, JJ-2 through JJ-8, MM-1 through MM-10, MM-12, OO-3, OO-5, OO-8, OO-10, OO-11, OO-13, OO-17, and OO-18 were moved concurrently.

No discussion was held, and a vote was taken on these items.

OO-12. ITB26- 176 - Microsoft District-wide Software A5 Licensing Agreement (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Award of Invitation to Bid (ITB) ITB26-176 - Microsoft District-wide Software A5 Licensing Agreement to the following Vendor: CDW Government LLC, for a term of 61 months, with options to renew for two additional one-year periods and a possible 180-day extension beyond the renewal period. District-wide
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Agenda Items O-2 and OO-12 were moved and discussed concurrently.

A vote was taken on these items.

OO-13. ITB-FY23-048 – Asbestos Abatement and Miscellaneous Remediation (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Second Renewal and Additional Budget Authority in the amount of $900,000 for the term of the award of Invitation to Bid (ITB) FY23-048 – Asbestos Abatement and Miscellaneous Remediation with the following three Vendors: 1)Decon Environmental & Engineering, Inc.; 2) Prism Response, LLC; 3) Simpson Environmental Services, LLC. District-wide
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Agenda Items FF-2, GG-1, GG-2, JJ-2 through JJ-8, MM-1 through MM-10, MM-12, OO-3, OO-5, OO-8, OO-10, OO-11, OO-13, OO-17, and OO-18 were moved concurrently.

No discussion was held, and a vote was taken on these items.

OO-14. PY26-091 – Student Recruitment Campaign (Approved as Amended)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon, to approve the Agreement between The School Board of Broward County, Florida (SBBC), and Caissa Public Strategy LLC d/b/a CAISSA K12 (CAISSA), and the budget authority in the amount of $150,000. District-wide. **This Motion was superseded by a Motion to Amend (page 26).**
Mr. Cervera and Mrs. Rupert voted no. (6-2 vote)

The Chair received public comments.

Board discussion included payment being contingent on successful enrollment and retention through the October FTE count; the concerns about the vendor's prior experience and success rate in other districts; whether recruitment should be handled internally by District staff and social workers; and the low financial risk and potential for increased enrollment revenue.

Motion to Amend (Carried)
Motion was made by Dr. Zeman, seconded by Dr. Holness and carried, to extend the budget authority cap in the amount of $1.5 million dollars not $150,000.
Mrs. Alhadeff was absent for the vote. Mr. Cervera and Mrs. Rupert voted no. (6-2 vote)

The Chair received public comments.

A vote was taken on the Motion to Amend.

A vote was taken on this item as amended.

OO-15. RFP24-243 - Internet Service Provider (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the First Amendment and Renewal to the Agreement between The School Board of Broward County, Florida (SBBC), and Crown Castle Fiber, LLC, and additional budget authority request in the amount of $1,920,000 (FY27 $960,000 and FY28 $960,000). District-wide
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Comments were made regarding student concerns about Wi-Fi reliability and connectivity; staff indicated that the item would improve network resiliency and bandwidth while also addressing security needs; and appreciation was expressed for efforts to enhance students' technology experience.

A vote was taken on this item.

OO-16. RFP25-093 – Demolition Services (Withdrawn)

OO-17. RFP -FY24-013 – Professional Develop Services for Private Sch – Title II, Part A (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the First Amendment between The School Board of Broward County, Florida (SBBC), and the following two Vendor(s): 1) Learn-It Systems, LLC, 2) Catapult Learning, LLC, for a term that commences on July 1, 2026, and concludes on June 30, 2027, and the spending authority of $600,000. District-wide
Mrs. Alhadeff was absent for the vote. (8-0 vote)

Agenda Items FF-2, GG-1, GG-2, JJ-2 through JJ-8, MM-1 through MM-10, MM-12, OO-3, OO-5, OO-8, OO-10, OO-11, OO-13, OO-17, and OO-18 were moved concurrently.

No discussion was held, and a vote was taken on these items.

OO-18. AGR25-022 – Dual Enrollment Florida International University (FIU)
(Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Additional Budget Authority of $75,000 for the Agreement between The School Board of Broward County, Florida (SBBC), and The Florida International University Board of Trustees, Miami, Florida (FIU). District-wide Mrs. Alhadeff was absent for the vote. (8-0 vote)

Agenda Items FF-2, GG-1, GG-2, JJ-2 through JJ-8, MM-1 through MM-10, MM-12, OO-3, OO-5, OO-8, OO-10, OO-11, OO-13, OO-17, and OO-18 were moved concurrently.

No discussion was held, and a vote was taken on these items.

PP. POLICIES (OPEN)

RR. RESOLUTIONS (OPEN)

SS. SCHOOLS (LEARNING COMMUNITIES) (OPEN)

TT. INFORMATION SYSTEMS (OPEN)

Speakers – None

Board Member Discussion(s)
Bulman presented a motion for discussion.

Motion (Carried)
Motion was made by Mrs. Bulman, seconded by Ms. Thompson and carried, to convert the School Board Workshop that is scheduled for May 11, 2026, to discuss the 26-27 Organizational Chart, so a final vote can be taken on the Organizational Chart on that day to avoid further delay making principal assignments and to meet personnel and notification deadlines.
Mrs. Alhadeff and Mr. Cervera were absent for the vote. Mrs. Hixon and Mrs. Rupert voted no. (5-2 vote)

Board discussion on converting the organizational chart workshop into a Special School Board Meeting for a vote included concerns about public participation and review of the final chart, support for expedited approval to provide certainty for affected employees and schools, clarification that revisions reflected prior Board feedback and would be posted before the meeting, and discussion of meeting logistics, public comment procedures, and legal notice requirements.

Dr. Zeman suggested reviewing Policy 1020 at a June 16 workshop and June 23 meeting; emphasized improving public perception of board meetings; and proposed potential changes to enhance board effectiveness and public participation. There were no objections from the Board.

Ms. Thompson raised concerns that the workshop agenda for June 12 did not include meeting times and inquired why the times were omitted.

General Counsel recommended not including specific agenda item times, citing potential legal risks and noting that standard practice is for the public to attend meetings as noticed rather than at designated times for individual items.

Board discussion included concerns that removing agenda item times could limit public participation; suggestions to explore alternative public comment structures and meeting practices; support for placing high-interest items earlier on workshop agendas; and consensus to continue including agenda times pending further discussion of Policy 1020.

General Counsel advised that rulemaking could not occur on June 16 or June 23 because the required two-week notice period could not be met.

Ms. Thompson recognized Cherish Samuel, student from Miramar High School, for being honored at the Community Involvement Awards after completing more than 2,300 service hours. She also highlighted student participation in Rally in Tally for New Floridians, a cheerleading competition victory by Pines Collegiate Academy, and a first-place finish by Walter C. Young's Next Gen Knights drone team. She invited colleagues to a community beautification project at Hawkes Bluff Elementary.

Mrs. Hixon acknowledged Teacher Appreciation Week and celebrated Cypress Bay High School and Western High School students who completed the Western University local government program. She congratulated National Merit Motorola Solutions Scholarship recipient Ziyue Xu from Cypress Bay High School. Board Member Hixon highlighted the District's employee volunteer initiative and recognized Maria Baron-Cascio and the Mental Health Services Department for their volunteer service.

Mrs. Bulman highlighted Community Involvement Award recipients from District 1, including students Christopher White and Mia Rose Suarez from Hollywood Hills High School; Rachel Silver, Broward Schools employee; Mayor Joyce Davis of Dania Beach; and Tom Lander, Chair of Safe Schools South Forida and expressed pride in their recognition and service to the community.

Additional Board discussion included an inquiry regarding efforts to recover more than $5.5 million in withheld tax collector funds, updates on legislative activity during the upcoming special session, and potential legal avenues for reclaiming the funds.

Mrs. Leonardi recognized Teacher Appreciation Week, Nurse Appreciation Week, and Mother's Day, and requested a Board priority-tracking system to monitor pending requests and deliverables. Discussion included staff plans to implement a centralized dashboard for board follow-ups.

Closed Door - None scheduled for this meeting.

Attorney Client Session(s) - Scheduled for 12:30 p.m.

> The General Counsel's Office has requested an attorney -client session for the May 5, 2026, Regular School Board meeting. The private session has been scheduled for 12:30 p.m. to discuss settlement negotiations and/or strategy relative to the following pending litigation:

OHL Building, Inc., n/k/a OHLA Building, Inc. vs. The School Board of Broward County, Florida; (2) The School Board of Broward County, Florida vs. Zyscovich, LLC; and (3) Zyscovich, LLC v. Nutting Engineers of Florida, Inc., collectively under Case No. CACE-22-008804 (02), pending before the 17th Judicial Circuit in and for Broward County, Florida.

The following persons will attend this attorney -client session: School Board Members: Sarah Leonardi, Chair; Dr. Jeff Holness, Vice Chair; Lori Alhadeff; Maura McCarthy Bulman; Adam Cervera, Esq.; Debra Hixon; Nora Rupert; Rebecca Thompson; Dr. Allen Zeman; Dr. Howard Hepburn, Superintendent of Schools; Oscar E. Soto, Esq. of the law firm of the Soto Law Group; Thomas C. Cooney, Esq., Assistant General Counsel; and Kathy Dupuy-Bruno, Esq., B.C.S., General Counsel.

Adjournment This meeting was adjourned at 7:28 p.m.

/cj

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT

May 11, 2026
Monday, 10:00 a.m.

MINUTES OF SPECIAL SCHOOL BOARD MEETING

The School Board of Broward County, Florida, met in special session at 10:00 a.m. in the Board Room of the Kathleen C. Wright Administrative Center, 600 Southeast Third Avenue, Fort Lauderdale, Florida. Present were: School Board Members Sarah Leonardi, Chair; Dr. Jeff Holness, Vice Chair; Lori Alhadeff (Telephonically); Adam Cervera, Esq.; Debra Hixon; Maura McCarthy Bulman; Nora Rupert; Rebecca Thompson; Dr. Allen Zeman; Dr. Howard Hepburn, Superintendent of Schools; and Kathy Dupuy-Bruno, General Counsel.

Call to Order The Chair called the meeting to order and led the Pledge of Allegiance to the Flag of the United States of America.

Added / Changed Items The Superintendent released a revised agenda with certain changes for this meeting and published it on the school District's website on May 6, 2026, May 7, 2026, and May 8, 2026.
Added Exhibits: Agenda Item 1
Additional Information: Agenda Item 2

The Chair finds pursuant to Section 120.525, Florida Statues, that good cause exists for such changes and accepts the revised agenda.

Close Agenda Upon motion by Dr. Zeman, seconded by Ms. Thompson and carried, the Agenda was approved and declared closed. (9-0 vote)

Purpose of Meeting For The School Board of Broward County, Florida to conduct official business of the District, and any other items the Board deems necessary.

Board Member Cervera raised a point of order and requested clarification from General Counsel regarding the legal permissibility of changing the meeting from a workshop to a special board meeting.

General Counsel explained that the meeting change was legally permissible under Florida Statute 286.011, which allowed the Board to change, move, or cancel meetings at its discretion with proper notice.

Superintendent's Recommendation(s)

1. **Superintendent's 2026-2027 Organizational Chart (Approved as Amended)**
   Motion was made by Dr. Zeman, seconded by Mrs. Hixon, to approve the Superintendent's 2026-2027 Organizational Chart. District-wide. **This Motion was superseded by a Motion to Amend (pages 2-7)**.
   Mr. Cervera and Mrs. Rupert voted no. (7-2 vote)

   The Chair received public comments.

Superintendent Hepburn introduced the item with a PowerPoint presentation pertaining to the proposed organizational chart stating the chart established a clearer operating framework for Broward County Public Schools during financial and enrollment challenges. The structure aligned leadership, resources, and district functions to improve accountability, coordination, student support, operational effectiveness, and long-term financial stability while reflecting Board feedback and maintaining a student-centered focus.

Board discussion included, but was not limited to, declining enrollment and reduced revenue; proposed staffing cuts and central office restructuring; protecting school-based positions; budget reduction strategies; financial sustainability; and support for Superintendent Hepburn's reorganization plan.

Motion to Amend (No Vote Taken)
Motion was made by Mrs. Alhadeff, seconded by Mrs. Hixon, I move to separate the Chief Facilities Officer and the Chief Operations Officer into two distinct positions.

The Chair received public comments.

Motion as Amended (Carried)
Motion was made by Mrs. Hixon, seconded by Dr. Holness and carried, to add and combine the Chief Strategy and Innovation Officer with Chief Operations Officer to be called the Chief of Strategy and Operations, to read as follows:
I move to separate the Chief Facilities Officer and the Chief Operations Officer into two distinct positions. To add and combine the Chief Strategy and Innovation Officer with Chief Operations Officer to be called the Chief of Strategy and Operations.
(9-0 vote)

The Chair received public comments.

Board discussion continued pertaining to restructuring chief positions; separating facilities and operations leadership roles; executive pay bands; recruitment of qualified facilities leadership; staffing shortages; and support for the amended reorganization plan.

A vote was taken on the Motion as Amended.

Comments were made regarding the planning process for staffing reductions; inadequate state education funding; the impact on employees; and efforts to support affected staff and protect retirement eligibility.

Second Motion to Amend (Carried)
Motion was made by Mrs. Hixon, seconded by Dr. Zeman and carried, to direct the Superintendent to ensure that any employee within five years or less to retirement has an individual plan with the District on either finding a position in the District or at another governmental institution that allows them to remain in the Florida Retirement System (FRS). (9-0 vote)

The Chair received public comments.

Board discussion included clarification of the motion's intent and implementation; and compliance with collective bargaining agreements and applicable laws. Staff informed they were collaborating with each impacted employee regarding placement opportunities within the district or other FRS participating agencies. Superintendent Hepburn stated that 80 to 90% of the employees will be placed in vacancies based on their qualifications.

A vote was taken on the Second Motion to Amend (page 2).

Comments were made regarding employee dedication amid budget cuts; BECON staffing reductions; food service staffing; and Student Support Services.

Motion (Withdrawn)
Motion was made by Mrs. Hixon, seconded by Mrs. Rupert, I move to reinstate 19 of the Student Support Instructional Specialist (SSIS) positions, and reduce School Social Workers (SSW) by 19 positions.

The Chair received public comments.

Following public comments, Mrs. Rupert withdrew her second to the motion.

Third Motion to Amend (Carried)
Motion was made by Mr. Cervera, seconded by Mrs. Leonardi and carried, referring to page 3, the Executive Director of Enterprise Analytics & Intelligence position and the Assistant Director of Enterprise Project Management. Motion to cut the Executive Director of Enterprise Analytics & Intelligence position and have one Director of Enterprise Analytics & Intelligence, the current position held below the pay band line.
Mrs. Alhadeff, Mrs. Bulman, Dr. Holness, and Dr. Zeman voted no. (5-4 vote)

The Chair received public comments.

Board discussion included, but was not limited to, discussed the day-to-day responsibilities managed by the two positions, which were not new positions; realignment of enterprise positions to improve District-wide integration and efficiency; oversight of enterprise software, analytics, artificial intelligence, and project management; and concerns regarding organizational structure, costs, accountability, and projected savings.

A vote was taken on the Third Motion to Amend.

Motion (Failed Due to Lack of Second)
Motion was made by Mr. Cervera, referring to page 11, to remove the Executive Director of Food and Nutrition Services and have their duties and responsibilities split amongst the other two directors, who are directly below the pay line under that role.

Motion (No Vote taken)
Motion was made by Mr. Cervera, seconded by Dr. Zeman, referring to page 11, motion to remove the position of Executive Director, Student Transportation of Fleet Services, and have those roles and responsibilities absorbed by the Director as well as the many Managers who work directly under the Director of Student Transportation of Fleet Services.

The Chair received public comments.

Comments were made regarding the elimination of a transportation leadership position, raising concerns about operational oversight of the largest transit system in Broward County; and discussed the salaries of both positions.

Substitute Motion to Amend (Carried)
Motion was made by Mrs. Hixon, seconded by Dr. Holness and carried, referring to page 11, motion to eliminate the Director, Student Transportation & Fleet Services and keep the Executive Director, Student Transportation of Fleet Services.
Mrs. Alhadeff was absent for the vote. Mr. Cervera and Mrs. Rupert voted no.
(6-2 vote)

The Chair received public comments.

Additional comments noted difficulties recruiting a director-level candidate for the District's large transportation system at a lower salary; concerns were raised about operational impacts and consultant costs if the Director position were eliminated; and it was suggested the vacant role could be absorbed by increasing the Executive Director's span of control.

Motion (Failed Due to Lack of Second)
Motion was made by Mr. Cervera, referring to page 12, to cut the Executive Director of Physical Plant Operations and combine that person's workload and responsibilities with the Director of Physical Plant Operations and the Director of Sustainability and Compliance and many managers who fall directly under them.

Motion (Withdrawn)
Motion was made by Mr. Cervera, referring to page 13, Executive Director of Capital Programs and an Executive Director of Budget, motion to combine those two positions into one and title it Executive Director of Capital Programs and Budget.

The motion was withdrawn due to concerns that certain individuals were not within the same reporting structure.

Motion (Failed)
Motion was made by Mr. Cervera, seconded by Mrs. Hixon, referring to page 15, motion to eliminate the Executive Director of Technology Operations and have their responsibilities and obligations absorbed by the four Directors (Data Intelligence, Infrastructure Services, Application Services and Technology Support Services) who are direct reports to that individual.
Mrs. Alhadeff was absent for the vote. Mrs. Bulman, Mrs. Hixon, Dr. Holness, Mrs. Leonardi, Ms. Thompson, and Dr. Zeman voted no. (2-6 vote)

The Chair received public comments.

The Board held a robust discussion which included, but was not limited to, proposed Information Technology (IT) leadership reductions and operational impacts; technology cost savings, efficiencies, and innovation initiatives; administrative restructuring and staffing reductions; concerns regarding cybersecurity, system reliability, and District-wide technology support; executive leadership roles and oversight responsibilities; and the long-term fiscal and operational impact of additional executive-level cuts.

A vote was taken on the Motion (page 4).

Motion (Failed)
Motion was made by Mr. Cervera, seconded by Mrs. Leonardi, referring to page 16, motion to cut the Executive Director of Talent Management and to reinstate the position of Director of Human Resources (HR) Operations.
Mrs. Alhadeff was absent for the vote. Mrs. Bulman, Mrs. Hixon, Dr. Holness, Mrs. Leonardi, Mrs. Rupert, Ms. Thompson, and Dr. Zeman voted no. (1-7 vote)

The Chair received public comments.

A vote was taken on the Motion.

Additional Board discussion included, but was not limited to, school budget allocations; staffing flexibility; enrollment-based funding reductions; clarification of district staffing allocation practices; confirmation that no directive was issued requiring principals to reduce staff by 10%; school enrichment program availability; organizational chart approval and staffing timelines; school budgeting processes; and Deaf and Hard of Hearing staffing support.

Motion (Failed)
Motion was made by Ms. Thompson, seconded by Dr. Holness, to bring back the Deaf and Hard of Hearing (DHH) Coordinator position.
Mrs. Alhadeff, Mrs. Bulman, Mrs. Hixon, Dr. Holness, Mrs. Leonardi, Ms. Thompson, and Dr. Zeman voted no. (2-7 vote)

The Chair received public comments.

Discussion included District versus school-based deaf and hard of hearing staffing vacancies; and principal communication regarding staffing decisions.

A vote was taken on the Motion.

Fourth Motion to Amend (Carried)
Motion was made by Ms. Thompson, seconded by Dr. Zeman and carried, referring to page 3, to bring back the Executive Director, Enterprise Analytics & Intelligence position.
Mr. Cervera, Mrs. Hixon, and Mrs. Rupert voted no. (6-3 vote)

The Chair received public comments.

Board discussion included, but was not limited to, enterprise analytics and artificial intelligence cost savings initiatives; overtime and projected energy savings; the value of technology leadership positions; potential outsourcing costs; and proposed restructuring of enterprise analytics supervisory roles.

A vote was taken on the Fourth Motion to Amend (page 5).

Board discussion continued pertaining to, staffing reduction impacts on students and schools; workforce and career technical education programs; proposed governance staffing positions; and exceptional student education leadership and compliance support.

Motion (No Vote Taken)
Motion was made by Dr. Zeman, seconded by Ms. Thompson and carried, referring to page 8, I move to remove the Director, Exceptional Student Education Curriculum, and reinstate the Executive Director, Exceptional Student Education position.

The Chair received public comments.

Substitute Motion to Amend (Carried)
Motion was made by Dr. Zeman, seconded by Ms. Thompson and carried, referring to page 8, I move to delete the Director, Exceptional Student Education Support/Compliance, and reinstate the Executive Director, Exceptional Student Education position. (9-0 vote)

Board discussion included, proposed restructuring of exceptional student education leadership positions; oversight and operational responsibilities within exceptional student education services; staffing alignment and span of control within the department; compliance, curriculum, and specialized instruction functions; and support for maintaining executive-level leadership for exceptional student education programs.

A vote was taken on the Substitute Motion to Amend.

Board discussion included, but was not limited to, organizational chart reductions; budget stabilization efforts; declining enrollment and state funding concerns; stakeholder communication and collaboration; school safety camera maintenance; and future budget planning and stakeholder engagement initiatives; certified teacher position reductions; vacant versus filled staffing eliminations; and clarification of staffing reduction totals within the proposed organizational chart.

Motion (Failed)
Motion was made by Mr. Cervera, seconded by Mrs. Rupert, motion to bring back 112 certified teacher positions from the Organizational chart (Summary By Positions log). Mrs. Alhadeff, Mrs. Bulman, Mrs. Hixon, Dr. Holness. Mrs. Leonardi, Ms. Thompson, and
Dr. Zeman voted no. (2-7 vote)

The Chair received public comments.

Board discussion included the motion involving below-the-line positions on the organizational chart and the cost impact; proposed reductions in district instructional positions; reassignment opportunities for certified staff; involuntary transfer and placement procedures; clarification of District instructional personnel versus classroom teaching roles; staffing vacancies and school placement availability; enrollment-based staffing adjustments; and school funding tied to student enrollment.

A vote was taken on the Motion (page 6).

Motion to Table (Carried)
Motion was made by Dr. Zeman, seconded by Ms. Thompson and carried, to table Agenda Item 1, Superintendent's 2026-2027 Organizational Chart until later in the meeting. (9-0 vote)

A vote was taken on the Motion to Table.

(Motion was made by Dr. Zeman, seconded by Ms. Thompson to bring Agenda Item 1 back for discussion.)

Motion to Extend (Carried)
Motion was made by Mrs. Leonardi, seconded by Dr. Zeman and carried, to extend the Special School Board Meeting by 15 minutes. (9-0 vote)

A vote was taken on the Motion to Extend.

The Board reviewed and discussed revisions to the Organizational chart based on the approved amendments. Superintendent Hepburn shared that an additional change moved the Chief Fire Official from the Chief Facilities Officer to the Chief Strategy & Operations division.

Motion (Failed)
Motion was made by Mrs. Bulman, seconded by Dr. Holness, to reinstate the Director, Student Transportation & Fleet Services position back on the Organizational chart.
Mr. Cervera, Mrs. Hixon, Mrs. Leonardi, Mrs. Rupert, Ms. Thompson, and Dr. Zeman voted no. (3-6 vote)

Comments were made pertaining to the motion.

A vote was taken on the Motion.

A vote was taken on the item as amended.

2. Proposed 2026-2027 Job Description (Approved as Amended)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert, to approve the revised job description as noted on the 2026-27 Superintendent's Organizational Chart. District-wide.
This Motion was superseded by a Motion to Amend (pages 8 & 9).
(9-0 vote)

The Chair received public comments.

Motion to Amend (Carried)
Motion was made by Mrs. Rupert, seconded by Dr. Zeman and carried, I move to strike out the words, "educational leadership, or a related field" in the first bullet under the Minimum Qualifications & Experience, to read as follows:

- An earned master's degree from an accredited institution in psychology, social work, counseling, mental health counseling, public health.~~, educational leadership, or a related field.~~

(9-0 vote)

The Chair received public comments.

A vote was taken on the Motion to Amend.

Second Motion to Amend (Carried)
Motion was made by Mrs. Rupert, seconded by Mrs. Hixon and carried, I move that the original second bullet to be moved to the third position under Minimum Qualifications & Experience and remove "or related educational leadership roles," to read as follows:

- A minimum of seven (7) years of progressively responsible experience in mental health services, or student services. ~~,or related educational leadership roles.~~
  (9-0 vote)

A vote was taken on the Second Motion to Amend.

Third Motion to Amend (Carried)
Motion was made by Mrs. Rupert, seconded by Ms. Thompson and carried, to move the first bullet in Preferred Qualifications & Experience to become the second bullet under the Minimum Qualifications & Experience, to read as follows:

- Eligible for or possess Florida certification as a school social worker and/or licensed in an area of mental health.

(9-0 vote)

The Chair received public comments.

Board discussion included concerns about unclear eligibility language for school social worker certification and mental health licensure; inquiries were raised about the meaning of "eligible for" and provisional status; and clarification that school social worker certification may be provisional, while mental health licensure requires full completion of licensing requirements.

A vote was taken on the Third Motion to Amend.

Fourth Motion to Amend (Carried)
Motion was made by Ms. Thompson, seconded by Mrs. Leonardi and carried, to revise the position title and position goal, to read as follows:

Position Title: Director, ~~Wellness~~ Student Services and Mental Health

Position Goal: To provide strategic leadership, direction, and oversight for an integrated system of ~~wellness~~ student services and mental health services that supports the academic, social, emotional, and behavioral success of all students. This role ensures the unified structure and alignment of wellness, mental health, prevention, intervention, and student services while maintaining compliance with all federal, state, and local mandates and advancing the District Strategic Plan.
(9-0 vote)

The Chair received public comments.

A brief comment was made.

A vote was taken on the Fourth Motion to Amend.

Fifth Motion to Amend (Carried)
Motion was made by Dr. Zeman, seconded by Ms. Thompson and carried, to amend the language of the second bullet under Minimum Qualifications & Experience, to read as follows:

- Licensed in an area of mental health and/or eligible for or possess Florida certification as a school social worker.

(9-0 vote)

The Chair received public comments.

A vote was taken on the Fifth Motion to Amend.

A vote was taken on the item as amended.

General Board Discussion
Mrs. Bulman congratulated Sebastian Gonzalez of South Broward High School for placing fourth in the state track and field tournament in the 800 meter and recognized his parents, Rodolfo Gonzalez and Jenny Garcia, for their work as assistant coaches.

Mr. Cervera announced that Isabella Pardo of Western High School won first place in the photography category of the Sun-Sentinel's 2026 annual high school journalism contest for her Girls Exhibit entry.

Mrs. Hixon congratulated the Marjory Stoneman Douglas baseball team for advancing to the state competition - final four.

Ms. Thompson gave a shout out to Charles W. Flanagan High School track for winning 4A in the state championship.

Adjournment This meeting was adjourned at 6:23 p.m.

Public comments sent electronically are attached and posted online.

Attachment

/cj

Special School Board Meeting

Meeting Time: 05-11-26 10:00

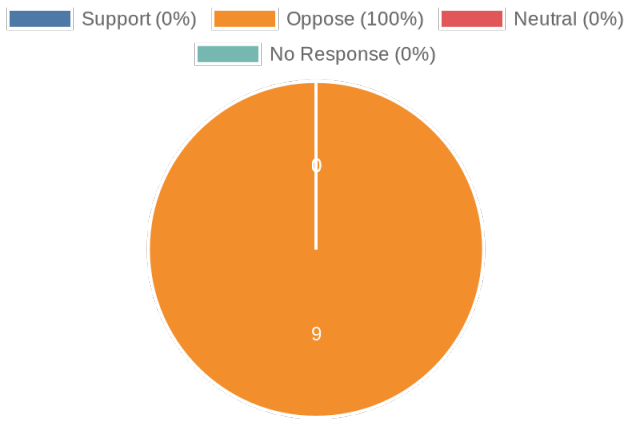
eComments Report

Meetings	Meeting Time	Agenda Items	Comments	Support	Oppose	Neutral
Special School Board Meeting	05-11-26 10:00	9	9	0	9	0

Sentiments for All Meetings

The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

Overall Sentiment



Special School Board Meeting

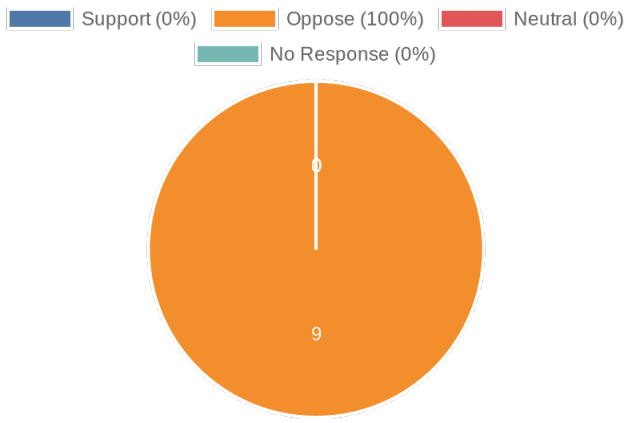
05-11-26 10:00

Agenda Name	Comments	Support	Oppose	Neutral
1.) Superintendent's 2026-2027 Organizational Chart ADDITIONAL INFORMATION ADDED EXHIBITS	9	0	9	0

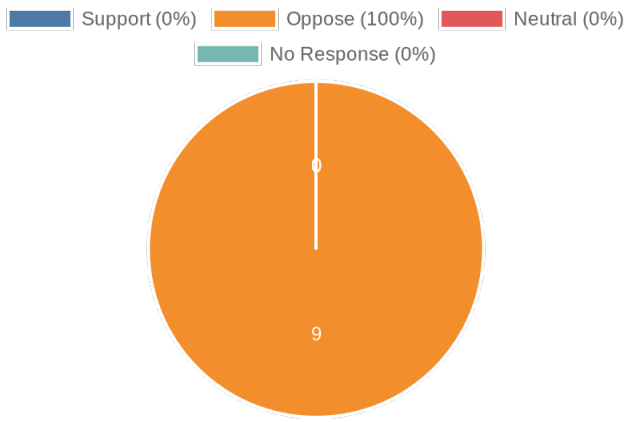
Sentiments for All Agenda Items

The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

Overall Sentiment



Overall Sentiment



Trudy J
Location: 33312, Fort Lauderdale
Submitted At: 1:30pm 05-10-26

My name is Dr. Trudy Jermanovich.
Once again I have to point out that the Superintendent and staff have not followed the proper procedures for allowing comments through the morning of the Special School Board meeting when there was a late notice. I believe that the public should have had access to make a comment up to 8AM on Monday for the late noticed Special School Board meeting on the Organizational Chart. This document also includes a list of many positions which are to be eliminated, so it directly affects many people within the SBBC organization.
Putting the time for comments to close on Mother's Day when there was even a special "pop-up" message saying this was a change in the date for this Special School Board Meeting is NOT being transparent. It also denies people a place to register their concerns publicly. Since I'm sure no one will read these messages and ask the Superintendent to have his staff change the time to the proper 8AM Monday deadline, I can only point out that this is another failure of communication skills. I hope it is noted on the next evaluation of those whose job it is to make this happen, as it is but one instance of the lack of communication.
In comparing the positions that are being eliminated, I can only point out that too many critical positions of counselors, ESP's, and support staff that have been working in the schools are posted in spots to be eliminated. There were a minimal number of eliminations of those "above the line" in district positions. There has been a history of having high level people go into schools and simply tell others what they're doing wrong. To put it simply, this is where the micromanagement of teachers begins and it should stop now. In comparing an organizational chart from the early 2000's when the district had not yet lost students, this presentation is incredibly top heavy with Directors. I do not believe it should be passed in its present form.

Brenda Samaniego
Location:
Submitted At: 1:25pm 05-10-26

Based on the most recent teacher contract proposal, it appears that Broward County Public Schools is not doing

its part to retain or attract qualified educators.

How can an employer expect to maintain a strong, healthy, and effective workforce while reducing health insurance benefits and requiring its employees to pay significantly more out of pocket? Many teachers already work second jobs to keep up with the rising cost of living. Educators often seek medical care due to the high demands, stress, and daily exposure that come with this profession. Health coverage is not a luxury for teachers — it is a necessity. Yet instead of increasing teacher salaries, Broward County Public Schools is proposing changes that will leave employees taking home even less money.

For example, an employee earning between $50,000 and $75,000 who selects the Premier Plus Health Plan could see their annual income reduced by at least $1,624 due to premium payments, higher deductibles, increased medication costs, and higher co-pays. Even employees selecting the Premier Plan could see a reduction of at least $805 annually. Additionally, Broward County Public Schools has not offered a monetary raise to offset these increased healthcare costs.

If Broward County truly wants the best educators in our classrooms, then it must ensure that educators are supported and cared for so they can remain physically, mentally, and emotionally healthy. Investing in teachers is investing in student success.

Lisa Dalachinsky
Location:
Submitted At: 11:54am 05-10-26

Do you realize that last year a single dependent's health insurance doubled?!! I now pay almost $1.000 a month for one child. Now you want to TAX us and make us pay for our own insurance. SBBC has notoriously mismanaged money. Cut more high up positions. Cut more "compliance specialists". Cut more people who send us "Mindful Monday" emails. The SBBC departments are supposed to be helpful to us. Many are the opposite! Furthermore, you lost the public trust by allowing Directors and above to collect $14,000 each of referendum money. Now that money may not be renewed because of your poor money mismanagement. Palm Beach County just got a 3.5% raise. You are offering us a PAY CUT. The .5% was from the state and does not even cover filling up our gas tanks. It is clear that you do not value the people working in the schools working with the actual students. However, you will always take credit for an "A" school district. Give us a raise and DO NOT charge us for health insurance. Your employees CANNOT afford to live in Broward and our pay is unacceptable! I would rather NOT be charged for insurance than to have to pay for people's GLP1 drugs. Other major companies do not cover these drugs. You don't even cover my Thyroid medication yet you are agreeing to cover GLP1s at the cost of all employees. CUT from the top, increase our pay to an actual living wage, and do not increase our insurance costs. Look for a cheaper insurance company to partner with. Your proposal is absurd!

Loren Price
Location:
Submitted At: 9:39am 05-10-26

RE: eliminating (5) BECON School Services employees - Electronics Technicians and Manager, leaving only 3 employed and 1 clerk to serve the entire district. ELIMINATING POSITIONS from BECON School Services will COST the DISTRICT MORE MONEY than they think they are saving and will possibly DISRUPT TEACHING, LEARNING, AND SAFETY. I strongly urge the Board to reconsider. I believe this action was performed out of ignorance, as to the essential services BECON School Services performs, cost savings, and impact on safety, and support for teachers and learning, that BECON School Services employees perform for the district. Besides the primary role of servicing/maintaining, installing, all audio visual equipment (TV’s, IPTV, Broadcast Studios, cameras, LCD Projectors, doc cams, other miscellaneous Audio Visual equipment) equipment used by teachers, administrators, and staff daily… saving perhaps millions that would be outsourced to an outside vendor. Besides directly supporting Teachers, Students, and Administration, for the entire district… BECON School Services technicians have also supported and cooperatively worked with many other departments including IT, SSEP Safety Security, and PPO. BECON School services has assisted the Safety Security IT Surveillance Security Camera team for the past several years with THOUSANDS OF SECURITY CAMERA WORK ORDERS, because the vendor that is outsourced is overwhelmed trying to keep up with the repair and installation of broken and outdated security cameras across the district… saving the district millions of dollars. The team has also worked with PPO and Security to remove hundreds of security cameras from hundreds of portables that were demolished

and will be demolished… saving the district from hiring a vendor to do the work. The team has helped the IT Network team to update hundreds of servers because of a need for fast reliable experienced technicians… again saving the district from possible outsourcing or not completing tasks in a timely manner. ELIMINATING POSITIONS from BECON School Services will COST the DISTRICT MORE MONEY than they think they are saving and will possibly DISRUPT TEACHING, LEARNING, AND SAFFTY. I strongly urge the Board to reconsider.

Jennifer Antecol
Location:
Submitted At: 5:47pm 05-09-26

I am writing to express deep concern and strong disappointment regarding the proposal to require teachers to pay for their health insurance while offering no salary increase whatsoever. This decision sends a troubling message about how the district values its educators and the essential work they do every day.

Teachers are already navigating increased workloads, rising costs of living, and the ongoing challenges of supporting students academically and emotionally. Asking them to shoulder additional financial burdens without any corresponding raise is not only unreasonable but fundamentally disrespectful to the profession.

Health insurance is not a luxury. It is a basic necessity, and shifting this cost onto teachers without adjusting compensation effectively amounts to a pay cut. This undermines morale, retention, and the district's ability to attract and keep high_quality educators.

I urge the board to reconsider this proposal and engage in a transparent, good_faith effort to support teachers rather than place additional strain on them. Our educators deserve fair compensation, financial stability, and respect for the critical role they play in our schools.

Michelle Bennett
Location:
Submitted At: 12:36pm 05-09-26

I am very ashamed of the Board and the Superintendent. Not making any effort to provide teachers with any relief (no raise), elimination positions (while the glut continues to happen at the top), the erosion of insurance, then 'patting' themselves on the back by 'voting' for 90% referendum monies going to teachers. What I know and others may not realize is that Broward County voters approved referendums. Nothing from nothing is nothing. Additionally, no teacher with the education that we have achieved, the certification we must maintain along with increased annual compliance and expectations should 'have to' obtain 2nd jobs, not be able to buy a starter home or condo, or live in 'affordable housing. How do you look in the mirrors every day?
Didn't the Superintendent come from Palm Beach County? So, are they in better shape after he left (not because of him but in spite of him) to be able to offer their teachers a 3.5% raise? I'm pretty sure that the referendum will be on the Palm Beach County November ballot as well.

RAPHAEL A HERNANDEZ
Location:
Submitted At: 8:05am 05-09-26

Cutting School Services and placing schools at the mercy of outside vendors would create further delays, higher costs, and greater disruption. Our department follows district protocol and has the required security clearance to provide skilled, in-house, immediate response when critical systems need attention. We support the classroom technology, broadcast systems, and security systems that schools depend on every day. Preserving School Services helps protect student learning, staff support, district-wide stability, and most importantly, school safety.

Kim Jones
Location:
Submitted At: 10:24pm 05-08-26

It should be noted that the School Services Department is not expendable—it is essential. Even while facing limited resources, lack of recognition, and escalating demands, this team has consistently delivered professional, responsive support to serve the entire BCPS district. Their work keeps classrooms functioning, learning uninterrupted, and security systems reliable when they matter most. Preserving School Services is not just

fiscally responsible—it is a commitment to student learning, staff support, and district_wide stability.

Valerie Ruwe
Location:
Submitted At: 5:50pm 05-08-26

I am writing to express my extreme disappointment regarding the proposed 0.5% raise. When compared to the 3.5% increase provided to teachers in Palm Beach, this offer is already insulting. However, when you factor in the new requirement for employees to pay for insurance plans, it becomes clear that this raise will not even cover the added insurance costs. In reality, we are being asked to accept a pay cut.
_Furthermore, while the organizational chart claims there will be no school personnel reductions, employees are reporting that positions are being eliminated and extra periods in secondary schools are being reduced.
_I ask the Board: Have you spoken directly with your principals to ask if their budgets have been impacted? I urge you to do your due diligence and speak with school leaders to confirm these reductions before you vote. You cannot claim to support schools while simultaneously reducing their resources and cutting teacher pay

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	H. Human Resources
DEPARTMENT:	Talent Acquisition

Agenda Item Number:	H-1.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	N/A

TITLE:

Appointments, Leaves, and Separations of Employment
EXHIBITS FORTHCOMING

REQUESTED ACTION:

Approve the appointments, leaves, and separations of employment. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investments, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 3: School Support

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Ernie Lozano, Chief Hu…	Phone:	754-321-1840
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Ernie Lozano, Chief Human Resources Officer

Signature

Dr. Ernie Lozano, Chief Human Resources Officer Jun 30, 2026

Electronic Signature

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

Form $4189 Revised 7/24

HH/JJS

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	H. Human Resources
DEPARTMENT:	Professional Standards

Agenda Item Number:	H-2.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Employee Corrective Actions/Probationary Release
EXHIBITS FORTHCOMING

REQUESTED ACTION:

Approve employee discipline and corrective actions. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investments, and Financial Impact, please see the Executive Summary.

EXHIBITS:

FINANCIAL IMPACT:

The amount is determined by the number of days substitutes are needed when employees are placed on reassignment.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 4: Accountability

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	David Azzarito	Phone:	754-321-2146
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Ernie Lozano, Chief Human Resources Officer

Signature

Dr. Ernie Lozano, Chief Human Resources Officer

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____
School Board Chair

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	H. Human Resources
DEPARTMENT:	Talent Acquisition

Agenda Item Number:	H-3.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	N/A

TITLE:

Supplemental Pay Position 1
EXHIBITS FORTHCOMING

REQUESTED ACTION:

Approved supplemental pay positions for the 2026/2027 school/fiscal year. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investments, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 3: School Support

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Ernie Lozano	Phone:	754-321-1840
Name:		Phone:	754-321-1840

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Ernie Lozano, Chief Human Resources Officer

Signature

Dr. Ernie Lozano, Chief Human Resources Officer Jun 30, 2026

Electronic Signature

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

Form $4189 Revised 7/24

HH/JJS

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	H. Human Resources
DEPARTMENT:	EEO

Agenda Item Number:	H-4.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	N/A

TITLE:

2025-2026 Annual Educational Equity Act Plan

REQUESTED ACTION:

Receive the 2025-2026 Annual Educational Equity Act Plan. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2029 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

Executive Summary
2025-2026 Annual Educationa…

FINANCIAL IMPACT:

There is not Financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 2: Equity

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Wladimir Alvarez	Phone:	754-321-2150
Name:	David Azzarito	Phone:	754-321-2146

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Ernie Lozano, Chief Human Resources Officer

Signature

Dr. Ernie Lozano, Chief Human Resources Officer Jul 14, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Ernie Lozano
Title: Chief Human Resources Officer
Phone: 754-321-1840

EXECUTIVE SUMMARY

2025-2026 ANNUAL EDUCATIONAL EQUITY ACT PLAN

Board Meeting Date: July 28, 2026
Requested Action: To receive the 2025-2026 ANNUAL EDUCATIONAL EQUITY ACT PLAN

General Information

The Annual Educational Equity Plan update serves as a reporting tool that enables FDOE to ensure adherence to federal and state laws, including Title IX, Title IV, Title II (ADA), and Section 504, and to confirm that educational resources are equitably distributed. The Equity Act mandates monitoring minority enrollment in advanced coursework, including Advanced Placement (AP), International Baccalaureate (IB), Dual Enrollment (DE), Honors, and other Level 3 courses as well as monitoring gender equity in athletics.

District-zone Impact/Board Member: District Wide	
School Board Policy Requirement	• SBBC policy 4001.1
Statutory Requirement	• Supports F.S. 1000.05 Florida Educational Equity Act (FEEA)
If the School Board votes "Yes"	• SBBC will be able to submit the Annual Educational Equity Act Plan to the Office of Equal Educational Opportunity (OEEO), Florida Department of Education (FDOE), as required by F.S. 1000.05
If the School Board votes "No"	• SBBC will not submit the Annual Educational Equity Act Plan to the Office of Equal Educational Opportunity (OEEO), Florida Department of Education (FDOE) and be in violation of F.S. 1000.05
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail: Equity
Measurable Outcome(s)/Return on Investment	• The successful compliance with F.S. 1000.05 Florida Educational Equity Act (FEEA)

Background/History

The Florida Educational Equity Act (FEEA), governed by Florida Statute 1000.05, requires the Florida Department of Education (FDOE) to monitor public school districts for compliance with the statute. The Annual Educational Equity Plan update serves as a reporting tool that enables FDOE to ensure adherence to federal and state laws, including Title IX, Title IV, Title II (ADA), and Section 504, and to confirm that educational resources are equitably distributed. The Equity Act mandates monitoring minority

enrollment in advanced coursework, including Advanced Placement (AP), International Baccalaureate (IB), Dual Enrollment (DE), Honors, and other Level 3 courses as well as monitoring gender equity in athletics.

Broward County Public Schools (BCPS) data reflects an increase in minority enrollment in AP, IB, DE, Honors, and Level 3 courses over the past four years (2022–23 through 2025–26). Specifically:

- (Grades 9–12) AP/IB/AICE Courses: Black students 13%, Hispanic students 13%
- (Grades 9–12) All Level 3 Courses (including AP/IB/AICE, DE, and Honors): Black students 17%, Hispanic students 13%
- (Grades 10–12) Dual Enrollment: Black students 5%, Hispanic students 3%

BCPS continues to implement corrective action plans to meet Athletics Compliance goals and remains committed to providing appropriate assistance and support to pregnant and parenting students.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District

Agreement Terms and Financial Impact
Not Applicable

purchasing requirements.

Agreement Term:	Not Applicable
Multi-Year Agreement:	Not Applicable
Procurement Method:	**Piggyback Agreement** (Yes/No): Not Applicable **Acquisition Method**: Not Applicable

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement: Not Applicable

No financial impact on the district

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
Not Applicable	Not Applicable	Not Applicable

Budget Authority Request(s)

This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
Not Applicable	Not Applicable	Not Applicable	Not Applicable

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Not Applicable
School Selection /Prioritization	Not Applicable
Community/ Stakeholder Engagement	Not Applicable

End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:

2025-2026 ANNUAL EDUCATIONAL EQUITY ACT PLAN

Established 1915
BROWARD
County Public Schools

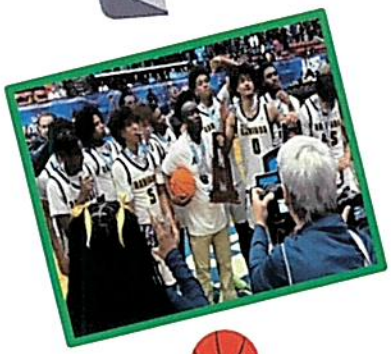






2025-2026

Annual Educational Equity Act Plan




****

Part I: Procedural Requirements

Part II: Incomplete Items or Pending Actions

Part III: Student Participation

Part IV: Athletics Compliance Verification

Part V: Single - Sex Classes

Part VI: Pregnant and Parenting Students

Equal Educational Opportunities/ ADA Compliance
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

Telephone: 754-321-2150
Fax: 754-321-2714 eeo@browardschools.com

The School Board of Broward County, Florida



Sarah Leonardi, Chair

Dr. Jeff Holness, Vice Chair

Lori Alhadeff

Maura McCarthy Bulman

Adam Cervera, Esq.

Debra Hixon

Nora Rupert

Rebecca Thompson

Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex, or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint, may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321- 2150 or email at eeo@browardschools.com.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance at 754-321-2150 or email at eeo@browardschools.com.

TABLE OF CONTENTS

2025-2026

ANNUAL EDUCATIONAL EQUITY ACT PLAN

OVERVIEW

District Contact Information

Contact Information 1

PART I: Procedural Requirements

A. Annual Notification of Nondiscrimination for Vocational Education Programs 2-3

B. Continuous Notification of Nondiscrimination 4

C. Notice for Availability of Reasonable Accommodations to Applicants for Employment & Section 504 5-7

PART II: Incomplete Items or Pending Actions

Incomplete Items or Pending Actions 8

PART III: Student Participation

A. Grades 9-12, Advanced Placement (AICE, AP, 1 B) 9-11

B. Grades 9-12, All level 3 Courses (Including AP, 1B, AICE, DE, AND HONORS) 12-14

C. Grades I 0-12, Dual Enrollment (DE) 15-17

PART IV: Athletics Compliance Verification

A. 2025-26 Interscholastic Sports Participation Form 18

B. Athletic Compliance Verification Form 19-48

C. Athletic Corrective Action Plan 49-69

D. Athletic Corrective Action Plan Update(s) 70

PART V: Single-Sex Classes

Single-Sex Evaluation Verification Form 71

PART VI: Pregnant and Parenting Students

Pregnant and Parenting Students Information 72-79

DISTRICT

CONTACT INFORMATION

DISTRICT CONTACT INFORMATION

District Name:	BROWARD COUNTY PUBIC SCHOOLS

Annual Update Contact

Staff Name: WladimirAlvarez
Title: Assistant Director
Email: wladimir.alvarez@browardschools.com
Phone Number: 754-321-2150

Please provide the following contacts if different from the Annual Update Contact identified above:

District Equal Educational Opportunity (EEO) Contact

Same contact for: ■ Annual Update

Staff Name:
Title:
Email:
Phone Number:

District Title II-ADA Contact

Same contact for: ■ Annual Update ■ EEO

Staff Name:
Title:
Email:
Phone Number:

District Section 504 Contact

Same contact for: ☐ Annual Update ☐ EEO ☐Title II-ADA

Staff Name: Mindy Encalada/Sandra Wilches
Title: Section 504/ADA Specialist-Exceptional Student education
Email: mindy.encalada@browardschools.com/sandra.wilches@browardschools.com
Phone Number: 754-321-3440

District Employee Title IX Contact

Same contact for: ■ Annual Update ■ EEO ■Title II-ADA ☐Section 504

Staff Name:
Title:
Email:
Phone Number:

District Student Title IX Contact

Same contact for: ■ Annual Update ■ EEO ☐Title II-ADA ☐Section 504 ■Title IX (Employee)

Staff Name:
Title:
Email:
Phone Number:

PART I:

PROCEDURAL REQUIREMENTS

PART I: PROCEDURAL REQUIREMENTS

A. Changes to Nondiscrimination and Anti-Harassment Policies or Grievance Procedures as required by the U.S. Department of Education (USED)

Indicate below and submit any policies or procedures revised since the last district update in 2025 into your designated ShareFile folder. Please select from the following:

- ☐ Updated district Nondiscrimination Policy has been uploaded to district's ShareFile.
- ☐ Updated district Anti-Harassment Policy has been uploaded to district's ShareFile.
- ☐ Updated district Grievance Procedures have been uploaded to district's ShareFile.
- ■ No updates since the district's 2025 submission.

B. Required Notices

1. **Annual Notification of Nondiscrimination for Vocational Education Programs**

   This notification is required and must be published once a year, prior to the beginning of each school year. Submit the requested evidence below to show you have met this requirement:

   - The annual notification of nondiscrimination was published on the district website indicating course offerings and relevant contact information. Posting on the district website is sufficient for reporting.
   - The annual notification of nondiscrimination was published indicating the summary of Career and Technical Education (CTE) offerings at the district's high schools.
   - The annual notification of nondiscrimination that was published indicating the summary of CTE offerings for the district's operated technical center(s).
     - All published annual notifications of nondiscrimination must include contact information for the district's point of contact and the person(s) designated to coordinate Title IX and Section 504 compliance activity, if different, for complainant(s) to file a complaint of discrimination and/or harassment, should the need arise.
     - In addition to the internet, notification can be done on radio, television or newspaper for those areas that have little to no access to the internet.

   ■ Evidence of compliance has been uploaded to district's ShareFile.

   ☐ No evidence supporting compliance was uploaded to district's ShareFile.

2. **Continuous Notification of Nondiscrimination**

   This notification is required and must be continuously published and posted throughout the year in district and school publications. Submit the requested evidence below to show you have met this requirement:

   - Submit copies of materials that include the continuous notification of nondiscrimination and contact information for Title II-Americans with Disabilities Act (ADA), Title IX, Section 504, and district Equal Educational Opportunity contact.
     - Identify documents with the continuous notification of nondiscrimination and **only submit the cover page and all relevant page(s)** that includes the statement.
     - Documents include school newsletters, school handbooks, student progression plans, application forms, brochures, district's publications available to students, parents, staff and the general public, etc. Posting only on the district or school website is insufficient.

   ■ Evidence of compliance has been uploaded to district's ShareFile.

   ☐ No evidence supporting compliance was uploaded to district's ShareFile.

3. **Notice for Availability of Reasonable Accommodations to Applicants for Employment**

- Submit copies of webpages or printed materials for applicants for employment that include the notice that reasonable accommodations are available for qualified applicants with disabilities during the application and interview process. The notices should also include contact information for requesting accommodations. Submit the requested evidence below to show you have met this requirement:

  ■ Evidence of compliance has been uploaded to district's ShareFile.
  ☐ No evidence supporting compliance was uploaded to district's ShareFile.

Established 1915
BROWARD
County Public Schools

OFFICE OF THE SUPERINTENDENT
DR. HOWARD HEPBURN
SUPERINTENDENT OF SCHOOLS

PHONE: 754-321-2600 **FAX:** 754-321-2701 **EMAIL:** superintendent@browardschools.com

August 4, 2025

TO: All Principals
All Departments

FROM: Dr. Ernie Lozano
Chief Human Resources Officer

Dr. Angela R. Fulton
Deputy Superintendent

VIA: Dr. Howard Hepburn
Superintendent of Schools



SUBJECT: **OFFICIAL NONDISCRIMINATION AND REASONABLE ACCOMMODATION STATEMENTS**

This memo serves as a reminder to please use the District's Nondiscrimination Policy Statement 4001.1 on all printed materials other than stationery (i.e., brochures, flyers, websites, etc.). This replaces any other statement of nondiscrimination that you may be using.

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Assistant Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or email eeo@browardschools.com.

In addition to this statement, under the Americans with Disabilities Act Amendments Act of 2008, the District is responsible for notifying job applicants, employees, students, parents, and the public of our obligation to provide accommodations to otherwise qualified individuals with disabilities. Therefore, any notice inviting parents, employees, students, or the public to apply for vacancies, register for classes, or attend functions, meetings, conferences, training, or any other District or school-based event, must include the following statement:

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or email eeo@browardschools.com.

Should you have any questions regarding these statements, **please contact the Department of Equal Educational Opportunities/ADA Compliance at 754-321-2150.**

HH/ARF/EL/DA/WGA:wkg

c: Senior Leadership Team

Established 1915
BROWARD
County Public Schools

OFFICE OF THE SUPERINTENDENT
DR. HOWARD HEPBURN
SUPERINTENDENT OF SCHOOLS
PHONE: 754-321-2600 **FAX:** 754-321-2701 **EMAIL:** superintendent@browardschools.com

SIGNATURES ON FILE

August 4, 2025

TO: All Principals
All Departments

FROM: Dr. Ernie Lozano
Chief Human Resources Officer

Dr. Angela R. Fulton
Deputy Superintendent

VIA: Dr. Howard Hepburn
Superintendent of Schools

SUBJECT: **PROCEDURE FOR AN EMPLOYEE REQUEST FOR REASONABLE ACCOMMODATION UNDER THE AMERICANS WITH DISABILITIES ACT AMENDMENTS ACT 2008**

In accordance with the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), the District is required to make a reasonable accommodation to the known physical or mental limitations of a qualified individual with a disability, unless it can show that the accommodation would cause an undue hardship. A reasonable accommodation is a critical component of the ADAAA's assurance of nondiscrimination.

To assist principals, department heads, and supervisors with this complex task, the Equal Educational Opportunities/ADA Compliance Department has developed the Reasonable Accommodation Request Procedure. This procedure ensures smooth, legal, and consistent handling of requests for accommodation.

Attached is the procedure to follow whenever an employee requests a reasonable accommodation. To access the ADA application, please refer all employees to: www.browardschools.com/eeo. Equal Educational Opportunities/ADA Compliance staff will work with the employee and immediate supervisor in determining if the employee is a qualified individual with a disability and what effective form of accommodation can be provided.

This procedure does not replace other procedures such as the one used when an employee is currently on or returns from a leave due to a Worker's Compensation injury, when an employee requests Family Medical Leave, or when an employee requests other medical leave benefits. These requests should continue to be handled through the appropriate channels.

If you have any questions regarding this procedure, **please contact the Department of Equal Educational Opportunities/ADA Compliance at 754-321-2150.**

HH/ARF/EL/DA/WGA:wkg

Attachments

c: Senior Leadership Team

Established 1915
BROWARD
County Public Schools

OFFICE OF THE SUPERINTENDENT
DR. HOWARD HEPBURN
SUPERINTENDENT OF SCHOOLS

PHONE: 754-321-2600 **FAX:** 754-321-2701 **EMAIL:** superintendent@browardschools.com

August 4, 2025 SIGNATURES ON FILE



TO: All Principals

FROM: Dr. Ernie Lozano
Chief Human Resources Officer

Dr. Angela R. Fulton
Deputy Superintendent

VIA: Dr. Howard Hepburn
Superintendent of Schools

SUBJECT: **SECTION 504 OF THE REHABILITATION ACT OF 1973 – NOTIFICATION FLYER**

As a resolution to a discrimination complaint filed with the Office for Civil Rights, the attached flyer has been created in an effort to ensure that our parents, as well as the general public, are aware of who they can contact with questions regarding Section 504 of the Rehabilitation Act of 1973 (Section 504).

As you are aware, Section 504 prohibits discrimination on the basis of disability in any program or activity receiving federal financial assistance. Additionally, Section 504 enables educational accommodations for students with disabilities who are not eligible for services under the Individuals with Disabilities Education Act.

The posting of this flyer is mandatory and must be placed on your school's bulletin board in your school where parents and other members of the public may have access.

Should you have any questions or require additional information, **please contact the Department of Equal Educational Opportunities/ADA Compliance at 754-321-2150.**

HH/ARF/EL/DA/WGA:wkg

Attachment

ANNOUNCEMENT

Section 504 of the Rehabilitation Act of 1973 (Section 504) prohibits discrimination on the basis of disability in any program or activity receiving Federal financial assistance. Additionally, Section 504 enables educational accommodations for students with disabilities who are not eligible for services under the Individuals with Disabilities Education Act (IDEA).

For information please contact:

Section 504 Liaison at your school

Additional information can be obtained by contacting:

Mindy Encalada, District 504 ADA Specialist
Exceptional Student Learning Support
1701 N.W. 23 Ave
Fort Lauderdale, FL 33311
754-321-3440

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Assistant Director, of the Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or email eeo@browardschools.com.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), may call the Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or email eeo@browardschools.com.

PART II:

INCOMPLETE ITEMS

OR

PENDING ACTIONS

PART II: INCOMPLETE ITEMS OR PENDING ACTIONS

A. If the district currently has a Voluntary Compliance Plan (VCP), please review and complete the following:

- ☐ Updates have been uploaded to the district's ShareFile for the district's VCP.
- ☐ No updates for the district's VCP since the district's 2025 submission.
- ■ Not applicable – the district does not have a VCP.

B. If the district has outstanding or current required actions based on previous annual update submissions, please review and complete the following:

- ☐ Updates have been uploaded to the district's ShareFile for the district's required actions.
- ☐ No updates for the district's required actions since the district's 2025 submission.
- ■ Not applicable – the district does not have any current or past required actions.

PART III:

STUDENT PARTICIPATION

EVALUATION OF METHODS AND STRATEGIES

The following percentages reflect within race/ethnicity calculations for students enrolled in AP/IB/AICE courses. In 2022-23, 41% of Whites, 20% of Blacks, and 32% of Hispanics, 36% of White Male, 15% of Black Male, and 28% of Hispanic Male were enrolled. In 2025-26, 53% of Whites (an increase of 12 percentage points), 33% of Blacks (an increase of 13 percentage points), 45% of Hispanics (an increase of 13 percentage points), 48% of White Males (an increase of 12 percentage points), 28% of Black Males (an increase of 13 percentage points), and 40% of Hispanic Males (an increase of 12 percentage points) were enrolled.

Grades 9-12 AP/IB/AICE Courses

Grades 9-12 Enrollment 2025-26 (77,832)

White	*Black*	*Hispanic*	*ELL Students*
15% 11,656	**39% 30,540**	**39% 30,570**	**8% 6,317**

Whites	Whites	Whites	Whites
In AP/IB/AICE	In AP/IB/AICE	In AP/IB/AICE	In AP/IB/AICE
2022-23	2023-24	2024-25	2025-26
41% 6,031	**43% 5,936**	**47% 6,048**	**53% 6,134**
White Males	White Males	White Males	White Males
In AP/IB/AICE	In AP/IB/AICE	In AP/IB/AICE	In AP/IB/AICE
2022-23	2023-24	2024-25	2025-26
36% 2,674	**38% 2,722**	**42% 2,824**	**48% 2,906**

Blacks	Blacks	Blacks	Blacks
In AP/IB/AICE	In AP/IB/AICE	In AP/IB/AICE	In AP/IB/AICE
2022-23	2023-24	2024-25	2025-26
20% 6,468	**23% 7,299**	**26% 8,369**	**33% 10,115**
Black Males	Black Males	Black Males	Black Males
In AP/IB/AICE	In AP/IB/AICE	In AP/IB/AICE	In AP/IB/AICE
2022-23	2023-24	2024-25	2025-26
15% 2,474	**19% 2,941**	**22% 3,483**	**28% 4,288**

Hispanics	Hispanics	Hispanics	Hispanics
In AP/IB/AICE	In AP/IB/AICE	In AP/IB/AICE	In AP/IB/AICE
2022-23	2023-24	2024-25	2025-26
32% 9,652	**36% 10,724**	**39% 12,032**	**45% 13,704**
Hispanic Males	Hispanic Males	Hispanic Males	Hispanic Males
In AP/IB/AICE	In AP/IB/AICE	In AP/IB/AICE	In AP/IB/AICE
2022-23	2023-24	2024-25	2025-26
28% 4,319	**31% 4,839**	**35% 5,432**	**40% 6,236**
ELL Students	ELL Students	ELL Students	ELL Students
In AP/IB/AICE	In AP/IB/AICE	In AP/IB/AICE	In AP/IB/AICE
2022-2023	2023-2024	2024-2025	2025-2026
13% 678	**15% 863**	**15% 1,038**	**18% 1,160**

AP/IB/AICE Courses

Methods and Strategies

1. The high school Advanced Academic team consisting of the principal, assistant principal, guidance staff and department heads will monitor the participation and performance of Black, Hispanic, Black male and Hispanic male students, and English Language Learners (Ells LY, LP, and LF) enrolled in Advanced Academic programs: Advanced Placement (AP), International Baccalaureate (18), and Advanced International Certificate of Education (AICE) courses in grades 9-12.

2. The high school Advanced Academic team will identify achievement gaps in incoming 9th-grade students. In conjunction with the middle schools, they will develop strategies to narrow and eliminate these gaps at the middle school level.

3. Use of student grades, standardized test scores, and teacher recommendations, along with tools like College Board's AP Potential for the identification of students who are ready for Advanced Academic courses and subsequent enrollment in AP, AICE, and IB courses, which also includes the identification of English Language Learners regardless of English language proficiency level.

4. Develop a District monitoring tool and reporting procedures for enrollment in Advanced Academic programs in low-income schools. Ensure schools have properly placed all students in appropriate Advanced Academic courses.

5. Encourage and support school-based initiatives to increase parent awareness of AP, AICE and IB courses in the district's top languages (English, Spanish, Haitian Creole, Portuguese).

6. Develop a distance learning program that will allow schools with low student participation to offer AP/IB/AICE courses via a remote learning program. This will enable schools to offer AP/IB/AICE courses not available at their location.

7. Advanced Academic teachers will participate in the Advanced Academic PLC program, which focuses on improving teacher content-area knowledge and advanced pedagogical practices.

8. Identify eligible ELLs (LY, LP, and LF) at the time of registration based on previous transcripts, regardless of English language proficiency.

9. Increase awareness of the Advanced Academic Leadership Team's use of ELL accommodations, scaffolds, and language acquisition strategies through training.

Accountability Measures:

1. Develop procedures to create and monitor individual school enrollment in Advanced Academic courses at the beginning of the school year. Ensure all potential students are enrolled in the appropriate Advanced Academic course.

2. Continually monitor enrollment in Advanced Academic programs to measure corrections in AP, AICE, and IB course enrollment through the use of school enrollment reports.

3. Develop a District assessment tool to assist schools in evaluating their Advanced Academic program.

Timelines

Increase the number of Black students in grades 9-12 enrolling in AP/IB/AICE courses by 3 percentage points in the 2026-2027 school year.

Increase the number of Hispanic students in grades 9-12 enrolling in AP/IB/AICE courses by 3 percentage points in the 2026-2027 school year.

Increase the number of Black male students in grades 9-12 enrolling in AP/IB/AICE courses by 3 percentage points in the 2026-2027 school year.

Increase the number of Hispanic male students in grades 9-12 enrolling in AP/IB/AICE courses by 3 percentage points in the 2026-2027 school year.

EVALUATION OF METHODS AND STRATEGIES

The following percentages reflect within race/ethnicity calculations for students enrolled in all Level 3 Courses. In 2022-23, 79% of Whites, 62% of Blacks, and 71% of Hispanics, 75% of White Males, 55% of Black Males, and 67% of Hispanic Males were enrolled. In 2025-26, 88% of Whites (an increase of 9 percentage points), 79% of Black (an increase of 17 percentage points), 84% of Hispanics (an increase of 13 percentage points), 86% of White Males (an increase of 11 percentage points), 75% of Black Males (an increase of 20 percentage points), and 81% of Hispanic Males (an increase of 14 percentage points) were enrolled.

Grades 9-12 All Level 3 Courses (including AP/IB/AICE, DE and Honors)

Grades 9-12 Enrollment 2025-26 (77,832)

White	*Black*	*Hispanic*	*ELL Students*
15% 11,656	**39% 30,540**	**39% 30,570**	**8% 6,317**

Whites	Whites	Whites	Whites
In Level 3	In Level 3	All Level 3	All Level 3
2022-23	2023-24	2024-25	2025-26
79% 11,504	**82% 11,227**	**84% 10,758**	**88% 10,264**
White Males	White Males	White Males	White Males
In Level 3	All Level 3	All Level 3	All Level 3
2022-23	2023-24	2024-25	2025-26
75% 5,604	**80% 5,642**	**82% 5,454**	**86% 5,254**

Blacks	Blacks	Blacks	Blacks
In Level 3	In Level 3	All Level 3	All Level 3
2022-23	2023-24	2024-25	2025-26
62% 19,583	**70% 21,931**	**73% 23,122**	**79% 24,104**
Black Males	Black Males	Black Males	Black Males
In Level 3	All Level 3	All Level 3	All Level 3
2022-23	2023-24	2024-25	2025-26
55% 8,882	**65% 10,333**	**69% 11,106**	**75% 11,639**

Hispanics	Hispanics	Hispanics	Hispanics
In Level 3	In Level 3	All Level 3	All Level 3
2022-23	2023-24	2024-25	2025-26
71% 21,259	**77% 23,222**	**79% 24,269**	**84% 25,602**
Hispanic Males	Hispanic Males	Hispanic Males	Hispanic Males
In Level 3	All Level 3	All Level 3	All Level 3
2022-23	2023-24	2024-25	2025-26
67% 10,326	**74% 11,481**	**77% 12,050**	**81% 12,770**
ELL Students	ELL Students	ELL Students	ELL Students
All Level 3	All Level 3	All Level 3	All Level 3
2022-2023	2023-2024	2024-2025	2025-2026
48% 2,548	**57% 3,247**	**60% 4,143**	69% **4,327**

Level Three Courses

Methods and Strategies

1. The high school team, consisting of the principal, assistant principal, guidance staff, and department heads, will monitor the participation and performance of Black, Hispanic, Black male, and Hispanic male students, in addition to English Language Learners (ELLs LY, LP, and LF), enrolled in all level three courses.

2. Encourage and support school-based initiatives to increase parent awareness of level three courses in the district's top languages (English, Spanish, Haitian Creole, Portuguese).

3. Develop a distance learning program that will allow schools with low student participation to offer level three courses via a remote learning program. This will enable schools to offer level three courses not available at their location.

4. Identify eligible ELLs (LY, LP, and LF) at the time of registration based on previous transcripts, regardless of English language proficiency.

5. Increase awareness of the High School Team's use of ELL accommodations, scaffolds, and language acquisition strategies through training.

Accountability Measures:

1. Continually monitor level three course enrollment to measure corrections enrollment through the use of school enrollment reports.

2. Develop a District assessment tool to assist schools in evaluating their Level 3 courses.

Timelines

Increase the number of Black students in grades 9-12 enrolling in level three courses by 3 percentage points in the 2026-2027 school year.

Increase the number of Black male students in grades 9-12 enrolling in level three courses by 3 percentage points in the 2026-2027 school year.

Increase the number of Hispanic students in grades 9-12 enrolling in level three courses by 3 percentage points in the 2026-2027 school year.

Increase the number of Hispanic male students in grades 9-12 enrolling in level three courses by 3 percentage points in the 2026-2027 school year.

Increase the number of English Language Learners (LY, LP, and LF) in grades 9-12 enrolling in Level 3 courses by 2 percentage points in the 2026-2027 school year.

EVALUATION OF METHODS AND STRATEGIES

The following percentages reflect within race/ethnicity calculations for students enrolled in Dual Enrollment Courses. In 2022-23, 15% of Whites, 9% of Blacks, and 10% of Hispanics, 13% of White Males, 7% Black Males, and 8% of Hispanic Males were enrolled. In 2025-26, 19% of Whites (an increase of 4 percentage points), 14% of Blacks (an increase of 5 percentage points), 13% of Hispanics (an increase of 3 percentage points), 16% of White Males (an increase of 3 percentage points), 10% of Black Males (an increase of 3 percentage points), and 11% of Hispanic Males (an increase of 3 percentage points) were enrolled.

Grades 10-12 Dual Enrollment

Grades 10-12 Enrollment 2025-2026 (59,095)

White	*Black*	*Hispanic*	*ELL Students*
15% 8,999	**40% 23,366**	**39% 22,934**	**8% 4,722**

Whites	Whites	Whites	Whites
In DE	In DE	In DE	In DE
2022-23	2023-24	2024-25	2025-26
15% 1,695	**17% 1,746**	**17% 1,722**	**19% 1,739**
White Males	White Males	White Males	White Males
In DE	In DE	In DE	In DE
2022-23	2023-24	2024-25	2025-26
13% 714	**14% 779**	**14% 743**	**16% 767**

Blacks	Blacks	Blacks	Blacks
In DE	In DE	In DE	In DE
2022-23	2023-24	2024-25	2025-26
9% 2,240	**11% 2,563**	**11% 2,705**	**14% 3,232**
Black Males	Black Males	Black Males	Black Males
In DE	In DE	In DE	In DE
2022-23	2023-24	2024-25	2025-26
7% 812	**8% 927**	**8% 1,044**	**10% 1,235**

Hispanics	Hispanics	Hispanics	Hispanics
In DE	In DE	In DE	In DE
2022-23	2023-24	2024-25	2025-26
10% 2,294	**11% 2,574**	**12% 2,689**	**13% 3,013**
Hispanic Males	Hispanic Males	Hispanic Males	Hispanic Males
In DE	In DE	In DE	In DE
2022-23	2023-24	2024-25	2025-26
8% 963	**10% 1,129**	**10% 1,195**	**11% 1,271**
ELL Students	ELL Students	ELL Students	ELL Students
In DE	In DE	In DE	In DE
2022-2023	2023-2024	2024-2025	2025-2026
3% 101	**3% 106**	**4% 187**	**5% 227**

For Dual Enrollment Courses

Methods and Strategies

1. The high school Advanced Academic team consisting of the principal, assistant principal, guidance staff and department heads will monitor the participation and performance of Black, Hispanic, Black male and Hispanic male students, and English Language Learners (Ells LY, LP, and LF) enrolled in dual enrollment courses at BCPS partner universities: Broward College, University of Florida, Florida International University, Florida Atlantic University , and Embry-Riddle University

2. Use of student grades, standardized test scores, ~~and~~ teacher recommendations, and post-secondary readiness test scores for the identification of students who are ready for dual enrollment courses, which also includes the identification of English Language Learners regardless of English language proficiency level.

3. Develop a District monitoring tool and reporting procedures for enrollment in dual enrollment courses in low-income schools. Ensure schools have properly placed all students in appropriate dual enrollment courses.

4. Encourage and support school-based initiatives to increase parent awareness of dual enrollment courses in the district's top languages (English, Spanish, Haitian Creole, Portuguese).

5. Develop a distance learning program that will allow schools with low student participation to offer AP/IB/AICE courses via a remote learning program. This will enable schools to offer AP/IB/AICE courses not available at their location.

6. Identify eligible ELLs (LY, LP, and LF) at the time of registration based on previous transcripts, regardless of English language proficiency.

7. Increase awareness of the Advanced Academic Leadership Team's use of ELL accommodations, scaffolds, and language acquisition strategies through training.

Accountability Measures:

1. Develop procedures to create and monitor individual school enrollment in dual enrollment courses at the beginning of the school year. Ensure all potential students are enrolled in the appropriate dual enrollment course.

2. Continually monitor enrollment in dual enrollment courses to measure corrections in course enrollment through the use of school enrollment reports

3. Develop a District assessment tool to assist schools in evaluating their dual enrollment program.

Timelines

Increase the number of Black students in grades 9-12 enrolling in Dual Enrollment courses by 3 percentage points in the 2026-2027 school year.

Increase the number of Hispanic students in grades 9-12 enrolling in Dual Enrollment courses by 3 percentage points in the 2026-2027 school year.

Increase the number of Black male students in grades 9-12 enrolling in Dual Enrollment courses by 3 percentage points in the 2026-2027 school year.

Increase the number of Hispanic male students in grades 9-12 enrolling in Dual Enrollment courses by 3 percentage points in the 2026-2027 school year.

PART IV: ATHLETICS COMPLIANCE VERIFICATION

A. 2025-2026

INTERSCHOLASTIC SPORTS

PARTICIPATION FORM

2025-26 Interscholastic Sports Participation

DIST. #	DISTRICT NAME	SCHOOL #	SCHOOL NAME	Does School Offer Single-Sex Athletics?	Number of Male-Only Sports	Number of Male-Only Teams	Number of Male Athletes	Number of Female-Only Sports	Number of Female-Only Teams	Number of Female Athletes	Number of Sports for All Students	Number of Teams for All Students
6	Broward	361	BLANCHE ELY	Yes	2	2	270	3	2	208	19	25
6	Broward	1741	BOYD ANDERSON	YES	2	2	175	3	3	150	19	31
6	Broward	1681	COCONUT CREEK	YES	2	1	225	3	1	130	19	17
6	Broward	1931	COOPER CITY	YES	2	2	304	3	3	280	19	38
6	Broward	3861	CORAL GLADES	YES	2	2	252	3	2	248	19	28
6	Broward	1151	CORAL SPRINGS	YES	2	2	270	3	3	247	19	28
6	Broward	3623	CYPRESS BAY	YES	2	2	409	3	3	257	19	36
6	Broward	1711	DEERFIELD BEACH	YES	2	2	310	3	2	304	19	29
6	Broward	371	DILLARD	YES	2	1	300	3	1	272	19	23
6	Broward	3731	EVERGLADES	YES	2	2	232	3	2	140	19	23
6	Broward	3391	FLANAGAN	YES	2	2	251	3	2	223	19	33
6	Broward	951	FORT LAUDERDALE	YES	2	2	245	3	2	295	19	32
6	Broward	403	HALLANDALE	YES	2	2	92	3	1	68	19	12
6	Broward	1661	HOLLYWOOD HILLS	YES	2	2	147	3	2	122	19	17
6	Broward	241	MCARTHUR	YES	2	2	213	3	2	159	19	21
6	Broward	1751	MIRAMAR	YES	2	1	255	3	2	176	19	22
6	Broward	3541	MONARCH	YES	2	2	383	3	3	230	19	32
6	Broward	3011	MSD	YES	2	2	320	3	2	323	19	40
6	Broward	1241	NORTHEAST	YES	2	2	315	3	2	277	19	35
6	Broward	1281	NOVA	YES	2	2	263	3	2	199	19	28
6	Broward	1901	PIPER	YES	2	2	211	3	2	196	19	22
6	Broward	1451	PLANTATION	YES	2	2	180	3	2	135	19	20
6	Broward	185	POMPANO BEACH	YES	2	2	214	3	3	216	19	27
6	Broward	171	SOUTH BROWARD	YES	2	2	301	3	2	174	19	32
6	Broward	2351	SOUTH PLANTATION	Yes	2	2	262	3	2	263	19	27
6	Broward	211	STRANAHAN	YES	2	2	181	3	2	60	19	14
6	Broward	2751	TARAVELLA	YES	2	2	213	3	2	182	19	30
6	Broward	3971	WEST BROWARD	YES	2	2	280	3	2	220	19	30
6	Broward	2831	WESTERN	YES	2	2	580	3	3	448	19	38
Totals					58	55	7653	87	62	6202	551	790

PART IV: ATHLETICS COMPLIANCE VERIFICATION

B. ATHLETICS COMPLIANCE VERIFICATION FORM

B. Athletics Compliance Verification Form

District: BROWARD

1. Sports and levels of competition effectively accommodate the interests and abilities of members of both sexes. [Section 1000.05(3)(d)2.a., Florida Statutes (F.S.); Rule 6A-19.004(2), Florida Administrative Code (F.A.C.); Title IX, 34 Code of Federal Regulations (C.F.R.) section (§) 106.41(c)(1)]

   ☐ IN COMPLIANCE ■ NOT IN COMPLIANCE

2. Equipment and supplies are provided in a non-discriminatory manner to female and male teams. [Section 1000.05(3)(d)2.b., F.S.; Rule 6A-19.004(4), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(2)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

3. Scheduling of games and practice times are provided in a non-discriminatory manner for male and female teams. [Section 1000.05(3)(d)2.c., F.S.; Rule 6A-19.004(5), F.A.C.; Title IX, 34 C.F.R § 106.41(c)(3)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

4. Travel and per diem allowances are provided for athletes in a non-discriminatory manner. [Section 1000.05(3)(d)2.d., F.S.; Rule 6A-19.004(6), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(4)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

5. Opportunities to receive coaching and academic tutoring are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.e., F.S.; Rule 6A-19.004(7), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(5)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

6. Locker rooms, practice facilities and competitive facilities are of comparable quality for male and female teams. [Section 1000.05(3)(d)2.g., F.S.; Rule 6A-19.004(8), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(7)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

7. Medical and training facilities and services, including insurance, are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.h., F.S.; Rule 6A-19.004(9), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(8)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

8. Publicity for, and promotion of, athletic programs support equal opportunity for male and female teams. [Section 1000.05(3)(d)2.j., F.S.; Rule 6A-19.004(10), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(10)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

9. Support services, including administrative and clerical assistance, are provided in a non-discriminatory manner to male and female teams. [Rule 6A-19.004(11), F.A.C.]

   ☐ IN COMPLIANCE ☐ NOT IN COMPLIANCE

I hereby verify that the district is in compliance with the identified components of our athletics program, as required by Title IX, section 1000.05, F.S., and Rule 6A-19.004, F.A.C.

Superintendent Signature

6/17/26
Date

B. Athletics Compliance Verification Form

District: Broward County - Blanche Ely

1. Sports and levels of competition effectively accommodate the interests and abilities of members of both sexes. [Section 1000.05(3)(d)2.a., Florida Statutes (F.S.); Rule 6A-19.004(2), Florida Administrative Code (F.A.C.); Title IX, 34 Code of Federal Regulations (C.F.R.) section (§) 106.41(c)(1)]

   ☐ IN COMPLIANCE ■ NOT IN COMPLIANCE

2. Equipment and supplies are provided in a non-discriminatory manner to female and male teams. [Section 1000.05(3)(d)2.b., F.S.; Rule 6A-19.004(4), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(2)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

3. Scheduling of games and practice times are provided in a non-discriminatory manner for male and female teams. [Section 1000.05(3)(d)2.c., F.S.; Rule 6A-19.004(5), F.A.C.; Title IX, 34 C.F.R § 106.41(c)(3)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

4. Travel and per diem allowances are provided for athletes in a non-discriminatory manner. [Section 1000.05(3)(d)2.d., F.S.; Rule 6A-19.004(6), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(4)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

5. Opportunities to receive coaching and academic tutoring are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.e., F.S.; Rule 6A-19.004(7), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(5)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

6. Locker rooms, practice facilities and competitive facilities are of comparable quality for male and female teams. [Section 1000.05(3)(d)2.g., F.S.; Rule 6A-19.004(8), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(7)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

7. Medical and training facilities and services, including insurance, are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.h., F.S.; Rule 6A-19.004(9), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(8)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

8. Publicity for, and promotion of, athletic programs support equal opportunity for male and female teams. [Section 1000.05(3)(d)2.j., F.S.; Rule 6A-19.004(10), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(10)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

9. Support services, including administrative and clerical assistance, are provided in a non-discriminatory manner to male and female teams. [Rule 6A-19.004(11), F.A.C.]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

I hereby verify that the district is in compliance with the identified components of our athletics program, as required by Title IX, section 1000.05, F.S., and Rule 6A-19.004, F.A.C.

Principal Signature

5/26/26
Date

B. Athletics Compliance Verification Form

District: Broward County -Boyd Anderson

1. Sports and levels of competition effectively accommodate the interests and abilities of members of both sexes. [Section 1000.05(3)(d)2.a., Florida Statutes (F.S.); Rule 6A-19.004(2), Florida Administrative Code (F.A.C.); Title IX, 34 Code of Federal Regulations (C.F.R.) section (§) 106.41(c)(1)]

   ☐ IN COMPLIANCE ■ NOT IN COMPLIANCE

2. Equipment and supplies are provided in a non-discriminatory manner to female and male teams. [Section 1000.05(3)(d)2.b., F.S.; Rule 6A-19.004(4), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(2)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

3. Scheduling of games and practice times are provided in a non-discriminatory manner for male and female teams. [Section 1000.05(3)(d)2.c., F.S.; Rule 6A-19.004(5), F.A.C.; Title IX, 34 C.F.R § 106.41(c)(3)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

4. Travel and per diem allowances are provided for athletes in a non-discriminatory manner. [Section 1000.05(3)(d)2.d., F.S.; Rule 6A-19.004(6), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(4)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

5. Opportunities to receive coaching and academic tutoring are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.e., F.S.; Rule 6A-19.004(7), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(5)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

6. Locker rooms, practice facilities and competitive facilities are of comparable quality for male and female teams. [Section 1000.05(3)(d)2.g., F.S.; Rule 6A-19.004(8), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(7)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

7. Medical and training facilities and services, including insurance, are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.h., F.S.; Rule 6A-19.004(9), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(8)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

8. Publicity for, and promotion of, athletic programs support equal opportunity for male and female teams. [Section 1000.05(3)(d)2.j., F.S.; Rule 6A-19.004(10), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(10)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

9. Support services, including administrative and clerical assistance, are provided in a non-discriminatory manner to male and female teams. [Rule 6A-19.004(11), F.A.C.]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

I hereby verify that the district is in compliance with the identified components of our athletics program, as required by Title IX, section 1000.05, F.S., and Rule 6A-19.004, F.A.C.

Principal Signature

6/16/20
Date

B. Athletics Compliance Verification Form

District: Broward County - Coconut Creek

1. Sports and levels of competition effectively accommodate the interests and abilities of members of both sexes. [Section 1000.05(3)(d)2.a., Florida Statutes (F.S.); Rule 6A-19.004(2), Florida Administrative Code (F.A.C.); Title IX, 34 Code of Federal Regulations (C.F.R.) section (§) 106.41(c)(1)]

   ☐ IN COMPLIANCE ☒ NOT IN COMPLIANCE

2. Equipment and supplies are provided in a non-discriminatory manner to female and male teams. [Section 1000.05(3)(d)2.b., F.S.; Rule 6A-19.004(4), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(2)]

   ☒ IN COMPLIANCE ☐ NOT IN COMPLIANCE

3. Scheduling of games and practice times are provided in a non-discriminatory manner for male and female teams. [Section 1000.05(3)(d)2.c., F.S.; Rule 6A-19.004(5), F.A.C.; Title IX, 34 C.F.R § 106.41(c)(3)]

   ☒ IN COMPLIANCE ☐ NOT IN COMPLIANCE

4. Travel and per diem allowances are provided for athletes in a non-discriminatory manner. [Section 1000.05(3)(d)2.d., F.S.; Rule 6A-19.004(6), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(4)]

   ☒ IN COMPLIANCE ☐ NOT IN COMPLIANCE

5. Opportunities to receive coaching and academic tutoring are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.e., F.S.; Rule 6A-19.004(7), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(5)]

   ☒ IN COMPLIANCE ☐ NOT IN COMPLIANCE

6. Locker rooms, practice facilities and competitive facilities are of comparable quality for male and female teams. [Section 1000.05(3)(d)2.g., F.S.; Rule 6A-19.004(8), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(7)]

   ☒ IN COMPLIANCE ☐ NOT IN COMPLIANCE

7. Medical and training facilities and services, including insurance, are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.h., F.S.; Rule 6A-19.004(9), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(8)]

   ☒ IN COMPLIANCE ☐ NOT IN COMPLIANCE

8. Publicity for, and promotion of, athletic programs support equal opportunity for male and female teams. [Section 1000.05(3)(d)2.j., F.S.; Rule 6A-19.004(10), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(10)]

   ☒ IN COMPLIANCE ☐ NOT IN COMPLIANCE

9. Support services, including administrative and clerical assistance, are provided in a non-discriminatory manner to male and female teams. [Rule 6A-19.004(11), F.A.C.]

   ☒ IN COMPLIANCE ☐ NOT IN COMPLIANCE

I hereby verify that the district is in compliance with the identified components of our athletics program, as required by Title IX, section 1000.05, F.S., and Rule 6A-19.004, F.A.C.

Principal

Superintendent Signature

5/22/12

Date

B. Athletics Compliance Verification Form

District: Broward County - Cooper City

1. Sports and levels of competition effectively accommodate the interests and abilities of members of both sexes. [Section 1000.05(3)(d)2.a., Florida Statutes (F.S.); Rule 6A-19.004(2), Florida Administrative Code (F.A.C.); Title IX, 34 Code of Federal Regulations (C.F.R.) section (§) 106.41(c)(1)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

2. Equipment and supplies are provided in a non-discriminatory manner to female and male teams. [Section 1000.05(3)(d)2.b., F.S.; Rule 6A-19.004(4), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(2)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

3. Scheduling of games and practice times are provided in a non-discriminatory manner for male and female teams. [Section 1000.05(3)(d)2.c., F.S.; Rule 6A-19.004(5), F.A.C.; Title IX, 34 C.F.R § 106.41(c)(3)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

4. Travel and per diem allowances are provided for athletes in a non-discriminatory manner. [Section 1000.05(3)(d)2.d., F.S.; Rule 6A-19.004(6), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(4)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

5. Opportunities to receive coaching and academic tutoring are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.e., F.S.; Rule 6A-19.004(7), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(5)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

6. Locker rooms, practice facilities and competitive facilities are of comparable quality for male and female teams. [Section 1000.05(3)(d)2.g., F.S.; Rule 6A-19.004(8), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(7)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

7. Medical and training facilities and services, including insurance, are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.h., F.S.; Rule 6A-19.004(9), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(8)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

8. Publicity for, and promotion of, athletic programs support equal opportunity for male and female teams. [Section 1000.05(3)(d)2.j., F.S.; Rule 6A-19.004(10), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(10)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

9. Support services, including administrative and clerical assistance, are provided in a non-discriminatory manner to male and female teams. [Rule 6A-19.004(11), F.A.C.]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

I hereby verify that the district is in compliance with the identified components of our athletics program, as required by Title IX, section 1000.05, F.S., and Rule 6A-19.004, F.A.C.

Principal Signature

5/19/26
Date

B. Athletics Compliance Verification Form

District: Broward County- Coral Glades

1. Sports and levels of competition effectively accommodate the interests and abilities of members of both sexes. [Section 1000.05(3)(d)2.a., Florida Statutes (F.S.); Rule 6A-19.004(2), Florida Administrative Code (F.A.C.); Title IX, 34 Code of Federal Regulations (C.F.R.) section (§) 106.41(c)(1)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

2. Equipment and supplies are provided in a non-discriminatory manner to female and male teams. [Section 1000.05(3)(d)2.b., F.S.; Rule 6A-19.004(4), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(2)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

3. Scheduling of games and practice times are provided in a non-discriminatory manner for male and female teams. [Section 1000.05(3)(d)2.c., F.S.; Rule 6A-19.004(5), F.A.C.; Title IX, 34 C.F.R § 106.41(c)(3)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

4. Travel and per diem allowances are provided for athletes in a non-discriminatory manner. [Section 1000.05(3)(d)2.d., F.S.; Rule 6A-19.004(6), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(4)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

5. Opportunities to receive coaching and academic tutoring are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.e., F.S.; Rule 6A-19.004(7), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(5)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

6. Locker rooms, practice facilities and competitive facilities are of comparable quality for male and female teams. [Section 1000.05(3)(d)2.g., F.S.; Rule 6A-19.004(8), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(7)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

7. Medical and training facilities and services, including insurance, are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.h., F.S.; Rule 6A-19.004(9), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(8)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

8. Publicity for, and promotion of, athletic programs support equal opportunity for male and female teams. [Section 1000.05(3)(d)2.j., F.S.; Rule 6A-19.004(10), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(10)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

9. Support services, including administrative and clerical assistance, are provided in a non-discriminatory manner to male and female teams.
   [Rule 6A-19.004(11), F.A.C.]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

I hereby verify that the district is in compliance with the identified components of our athletics program, as required by Title IX, section 1000.05, F.S., and Rule 6A-19.004, F.A.C.

Principal Signature _____ Date _____

B. Athletics Compliance Verification Form

District: Broward County- Coral Springs

1. Sports and levels of competition effectively accommodate the interests and abilities of members of both sexes. [Section 1000.05(3)(d)2.a., Florida Statutes (F.S.); Rule 6A-19.004(2), Florida Administrative Code (F.A.C.); Title IX, 34 Code of Federal Regulations (C.F.R.) section (§) 106.41(c)(1)]

   ☐ IN COMPLIANCE ■ NOT IN COMPLIANCE

2. Equipment and supplies are provided in a non-discriminatory manner to female and male teams. [Section 1000.05(3)(d)2.b., F.S.; Rule 6A-19.004(4), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(2)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

3. Scheduling of games and practice times are provided in a non-discriminatory manner for male and female teams. [Section 1000.05(3)(d)2.c., F.S.; Rule 6A-19.004(5), F.A.C.; Title IX, 34 C.F.R § 106.41(c)(3)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

4. Travel and per diem allowances are provided for athletes in a non-discriminatory manner. [Section 1000.05(3)(d)2.d., F.S.; Rule 6A-19.004(6), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(4)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

5. Opportunities to receive coaching and academic tutoring are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.e., F.S.; Rule 6A-19.004(7), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(5)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

6. Locker rooms, practice facilities and competitive facilities are of comparable quality for male and female teams. [Section 1000.05(3)(d)2.g., F.S.; Rule 6A-19.004(8), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(7)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

7. Medical and training facilities and services, including insurance, are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.h., F.S.; Rule 6A-19.004(9), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(8)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

8. Publicity for, and promotion of, athletic programs support equal opportunity for male and female teams. [Section 1000.05(3)(d)2.j., F.S.; Rule 6A-19.004(10), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(10)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

9. Support services, including administrative and clerical assistance, are provided in a non-discriminatory manner to male and female teams.
   [Rule 6A-19.004(11), F.A.C.]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

I hereby verify that the district is in compliance with the identified components of our athletics program, as required by Title IX, section 1000.05, F.S., and Rule 6A-19.004, F.A.C.

Principal Signature

5/27/26
Date

B. Athletics Compliance Verification Form

District: Broward County -Cypress Bay

1. Sports and levels of competition effectively accommodate the interests and abilities of members of both sexes. [Section 1000.05(3)(d)2.a., Florida Statutes (F.S.); Rule 6A-19.004(2), Florida Administrative Code (F.A.C.); Title IX, 34 Code of Federal Regulations (C.F.R.) section (§) 106.41(c)(1)]

   ☐ IN COMPLIANCE ☑ NOT IN COMPLIANCE

2. Equipment and supplies are provided in a non-discriminatory manner to female and male teams. [Section 1000.05(3)(d)2.b., F.S.; Rule 6A-19.004(4), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(2)]

   ☑ IN COMPLIANCE ☐ NOT IN COMPLIANCE

3. Scheduling of games and practice times are provided in a non-discriminatory manner for male and female teams. [Section 1000.05(3)(d)2.c., F.S.; Rule 6A-19.004(5), F.A.C.; Title IX, 34 C.F.R § 106.41(c)(3)]

   ☑ IN COMPLIANCE ☐ NOT IN COMPLIANCE

4. Travel and per diem allowances are provided for athletes in a non-discriminatory manner. [Section 1000.05(3)(d)2.d., F.S.; Rule 6A-19.004(6), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(4)]

   ☑ IN COMPLIANCE ☐ NOT IN COMPLIANCE

5. Opportunities to receive coaching and academic tutoring are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.e., F.S.; Rule 6A-19.004(7), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(5)]

   ☑ IN COMPLIANCE ☐ NOT IN COMPLIANCE

6. Locker rooms, practice facilities and competitive facilities are of comparable quality for male and female teams. [Section 1000.05(3)(d)2.g., F.S.; Rule 6A-19.004(8), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(7)]

   ☑ IN COMPLIANCE ☐ NOT IN COMPLIANCE

7. Medical and training facilities and services, including insurance, are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.h., F.S.; Rule 6A-19.004(9), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(8)]

   ☑ IN COMPLIANCE ☐ NOT IN COMPLIANCE

8. Publicity for, and promotion of, athletic programs support equal opportunity for male and female teams. [Section 1000.05(3)(d)2.j., F.S.; Rule 6A-19.004(10), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(10)]

   ☑ IN COMPLIANCE ☐ NOT IN COMPLIANCE

9. Support services, including administrative and clerical assistance, are provided in a non-discriminatory manner to male and female teams.
   [Rule 6A-19.004(11), F.A.C.]

   ☑ IN COMPLIANCE ☐ NOT IN COMPLIANCE

I hereby verify that the district is in compliance with the identified components of our athletics program, as required by Title IX, section 1000.05, F.S., and Rule 6A-19.004, F.A.C.

Principal Signature — Date: 5/26/26

B. Athletics Compliance Verification Form

District: Broward County -Deerfield Beach

1. Sports and levels of competition effectively accommodate the interests and abilities of members of both sexes. [Section 1000.05(3)(d)2.a., Florida Statutes (F.S.); Rule 6A-19.004(2), Florida Administrative Code (F.A.C.); Title IX, 34 Code of Federal Regulations (C.F.R.) section (§) 106.41(c)(1)]

   ☐ IN COMPLIANCE ■ NOT IN COMPLIANCE

2. Equipment and supplies are provided in a non-discriminatory manner to female and male teams. [Section 1000.05(3)(d)2.b., F.S.; Rule 6A-19.004(4), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(2)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

3. Scheduling of games and practice times are provided in a non-discriminatory manner for male and female teams. [Section 1000.05(3)(d)2.c., F.S.; Rule 6A-19.004(5), F.A.C.; Title IX, 34 C.F.R § 106.41(c)(3)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

4. Travel and per diem allowances are provided for athletes in a non-discriminatory manner. [Section 1000.05(3)(d)2.d., F.S.; Rule 6A-19.004(6), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(4)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

5. Opportunities to receive coaching and academic tutoring are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.e., F.S.; Rule 6A-19.004(7), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(5)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

6. Locker rooms, practice facilities and competitive facilities are of comparable quality for male and female teams. [Section 1000.05(3)(d)2.g., F.S.; Rule 6A-19.004(8), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(7)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

7. Medical and training facilities and services, including insurance, are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.h., F.S.; Rule 6A-19.004(9), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(8)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

8. Publicity for, and promotion of, athletic programs support equal opportunity for male and female teams. [Section 1000.05(3)(d)2.j., F.S.; Rule 6A-19.004(10), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(10)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

9. Support services, including administrative and clerical assistance, are provided in a non-discriminatory manner to male and female teams. [Rule 6A-19.004(11), F.A.C.]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

I hereby verify that the district is in compliance with the identified components of our athletics program, as required by Title IX, section 1000.05, F.S., and Rule 6A-19.004, F.A.C.

JON MARLOW/ — Principal Signature

MAY 27, 2026 — Date

B. Athletics Compliance Verification Form

District: Broward County -Dillard 6-12

1. Sports and levels of competition effectively accommodate the interests and abilities of members of both sexes. [Section 1000.05(3)(d)2.a., Florida Statutes (F.S.); Rule 6A-19.004(2), Florida Administrative Code (F.A.C.); Title IX, 34 Code of Federal Regulations (C.F.R.) section (§) 106.41(c)(1)]

   ☐ IN COMPLIANCE ■ NOT IN COMPLIANCE

2. Equipment and supplies are provided in a non-discriminatory manner to female and male teams. [Section 1000.05(3)(d)2.b., F.S.; Rule 6A-19.004(4), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(2)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

3. Scheduling of games and practice times are provided in a non-discriminatory manner for male and female teams. [Section 1000.05(3)(d)2.c., F.S.; Rule 6A-19.004(5), F.A.C.; Title IX, 34 C.F.R § 106.41(c)(3)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

4. Travel and per diem allowances are provided for athletes in a non-discriminatory manner. [Section 1000.05(3)(d)2.d., F.S.; Rule 6A-19.004(6), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(4)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

5. Opportunities to receive coaching and academic tutoring are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.e., F.S.; Rule 6A-19.004(7), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(5)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

6. Locker rooms, practice facilities and competitive facilities are of comparable quality for male and female teams. [Section 1000.05(3)(d)2.g., F.S.; Rule 6A-19.004(8), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(7)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

7. Medical and training facilities and services, including insurance, are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.h., F.S.; Rule 6A-19.004(9), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(8)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

8. Publicity for, and promotion of, athletic programs support equal opportunity for male and female teams. [Section 1000.05(3)(d)2.j., F.S.; Rule 6A-19.004(10), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(10)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

9. Support services, including administrative and clerical assistance, are provided in a non-discriminatory manner to male and female teams.
   [Rule 6A-19.004(11), F.A.C.]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

I hereby verify that the district is in compliance with the identified components of our athletics program, as required by Title IX, section 1000.05, F.S., and Rule 6A-19.004, F.A.C.

Principal Signature

5-29-2026
Date

B. Athletics Compliance Verification Form

District: Broward County - Everglades

1. Sports and levels of competition effectively accommodate the interests and abilities of members of both sexes. [Section 1000.05(3)(d)2.a., Florida Statutes (F.S.); Rule 6A-19.004(2), Florida Administrative Code (F.A.C.); Title IX, 34 Code of Federal Regulations (C.F.R.) section (§) 106.41(c)(1)]

   ☐ IN COMPLIANCE ■ NOT IN COMPLIANCE

2. Equipment and supplies are provided in a non-discriminatory manner to female and male teams. [Section 1000.05(3)(d)2.b., F.S.; Rule 6A-19.004(4), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(2)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

3. Scheduling of games and practice times are provided in a non-discriminatory manner for male and female teams. [Section 1000.05(3)(d)2.c., F.S.; Rule 6A-19.004(5), F.A.C.; Title IX, 34 C.F.R § 106.41(c)(3)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

4. Travel and per diem allowances are provided for athletes in a non-discriminatory manner. [Section 1000.05(3)(d)2.d., F.S.; Rule 6A-19.004(6), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(4)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

5. Opportunities to receive coaching and academic tutoring are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.e., F.S.; Rule 6A-19.004(7), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(5)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

6. Locker rooms, practice facilities and competitive facilities are of comparable quality for male and female teams. [Section 1000.05(3)(d)2.g., F.S.; Rule 6A-19.004(8), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(7)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

7. Medical and training facilities and services, including insurance, are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.h., F.S.; Rule 6A-19.004(9), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(8)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

8. Publicity for, and promotion of, athletic programs support equal opportunity for male and female teams. [Section 1000.05(3)(d)2.j., F.S.; Rule 6A-19.004(10), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(10)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

9. Support services, including administrative and clerical assistance, are provided in a non-discriminatory manner to male and female teams.
   [Rule 6A-19.004(11), F.A.C.]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

I hereby verify that the district is in compliance with the identified components of our athletics program, as required by Title IX, section 1000.05, F.S., and Rule 6A-19.004, F.A.C.

Principal Signature

6.2.2026
Date

B. Athletics Compliance Verification Form

District: Broward County - Flanagan

1. Sports and levels of competition effectively accommodate the interests and abilities of members of both sexes. [Section 1000.05(3)(d)2.a., Florida Statutes (F.S.); Rule 6A-19.004(2), Florida Administrative Code (F.A.C.); Title IX, 34 Code of Federal Regulations (C.F.R.) section (§) 106.41(c)(1)]

   ☒ IN COMPLIANCE ☐ NOT IN COMPLIANCE

2. Equipment and supplies are provided in a non-discriminatory manner to female and male teams. [Section 1000.05(3)(d)2.b., F.S.; Rule 6A-19.004(4), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(2)]

   ☒ IN COMPLIANCE ☐ NOT IN COMPLIANCE

3. Scheduling of games and practice times are provided in a non-discriminatory manner for male and female teams. [Section 1000.05(3)(d)2.c., F.S.; Rule 6A-19.004(5), F.A.C.; Title IX, 34 C.F.R § 106.41(c)(3)]

   ☒ IN COMPLIANCE ☐ NOT IN COMPLIANCE

4. Travel and per diem allowances are provided for athletes in a non-discriminatory manner. [Section 1000.05(3)(d)2.d., F.S.; Rule 6A-19.004(6), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(4)]

   ☒ IN COMPLIANCE ☐ NOT IN COMPLIANCE

5. Opportunities to receive coaching and academic tutoring are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.e., F.S.; Rule 6A-19.004(7), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(5)]

   ☒ IN COMPLIANCE ☐ NOT IN COMPLIANCE

6. Locker rooms, practice facilities and competitive facilities are of comparable quality for male and female teams. [Section 1000.05(3)(d)2.g., F.S.; Rule 6A-19.004(8), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(7)]

   ☒ IN COMPLIANCE ☐ NOT IN COMPLIANCE

7. Medical and training facilities and services, including insurance, are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.h., F.S.; Rule 6A-19.004(9), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(8)]

   ☒ IN COMPLIANCE ☐ NOT IN COMPLIANCE

8. Publicity for, and promotion of, athletic programs support equal opportunity for male and female teams. [Section 1000.05(3)(d)2.j., F.S.; Rule 6A-19.004(10), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(10)]

   ☒ IN COMPLIANCE ☐ NOT IN COMPLIANCE

9. Support services, including administrative and clerical assistance, are provided in a non-discriminatory manner to male and female teams. [Rule 6A-19.004(11), F.A.C.]

   ☒ IN COMPLIANCE ☐ NOT IN COMPLIANCE

I hereby verify that the district is in compliance with the identified components of our athletics program, as required by Title IX, section 1000.05, F.S., and Rule 6A-19.004, F.A.C.

Principal Signature

5/27/26
Date

B. Athletics Compliance Verification Form

District: Broward County -Ft. Lauderdale

1. Sports and levels of competition effectively accommodate the interests and abilities of members of both sexes. [Section 1000.05(3)(d)2.a., Florida Statutes (F.S.); Rule 6A-19.004(2), Florida Administrative Code (F.A.C.); Title IX, 34 Code of Federal Regulations (C.F.R.) section (§) 106.41(c)(1)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

2. Equipment and supplies are provided in a non-discriminatory manner to female and male teams. [Section 1000.05(3)(d)2.b., F.S.; Rule 6A-19.004(4), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(2)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

3. Scheduling of games and practice times are provided in a non-discriminatory manner for male and female teams. [Section 1000.05(3)(d)2.c., F.S.; Rule 6A-19.004(5), F.A.C.; Title IX, 34 C.F.R § 106.41(c)(3)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

4. Travel and per diem allowances are provided for athletes in a non-discriminatory manner. [Section 1000.05(3)(d)2.d., F.S.; Rule 6A-19.004(6), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(4)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

5. Opportunities to receive coaching and academic tutoring are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.e., F.S.; Rule 6A-19.004(7), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(5)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

6. Locker rooms, practice facilities and competitive facilities are of comparable quality for male and female teams. [Section 1000.05(3)(d)2.g., F.S.; Rule 6A-19.004(8), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(7)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

7. Medical and training facilities and services, including insurance, are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.h., F.S.; Rule 6A-19.004(9), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(8)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

8. Publicity for, and promotion of, athletic programs support equal opportunity for male and female teams. [Section 1000.05(3)(d)2.j., F.S.; Rule 6A-19.004(10), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(10)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

9. Support services, including administrative and clerical assistance, are provided in a non-discriminatory manner to male and female teams.
   [Rule 6A-19.004(11), F.A.C.]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

I hereby verify that the district is in compliance with the identified components of our athletics program, as required by Title IX, section 1000.05, F.S., and Rule 6A-19.004, F.A.C.

Principal Signature

5/26/26
Date

B. Athletics Compliance Verification Form

District: Broward County - Hallandale

1. Sports and levels of competition effectively accommodate the interests and abilities of members of both sexes. [Section 1000.05(3)(d)2.a., Florida Statutes (F.S.); Rule 6A-19.004(2), Florida Administrative Code (F.A.C.); Title IX, 34 Code of Federal Regulations (C.F.R.) section (§) 106.41(c)(1)]

   ☐ IN COMPLIANCE ■ NOT IN COMPLIANCE

2. Equipment and supplies are provided in a non-discriminatory manner to female and male teams. [Section 1000.05(3)(d)2.b., F.S.; Rule 6A-19.004(4), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(2)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

3. Scheduling of games and practice times are provided in a non-discriminatory manner for male and female teams. [Section 1000.05(3)(d)2.c., F.S.; Rule 6A-19.004(5), F.A.C.; Title IX, 34 C.F.R § 106.41(c)(3)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

4. Travel and per diem allowances are provided for athletes in a non-discriminatory manner. [Section 1000.05(3)(d)2.d., F.S.; Rule 6A-19.004(6), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(4)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

5. Opportunities to receive coaching and academic tutoring are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.e., F.S.; Rule 6A-19.004(7), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(5)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

6. Locker rooms, practice facilities and competitive facilities are of comparable quality for male and female teams. [Section 1000.05(3)(d)2.g., F.S.; Rule 6A-19.004(8), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(7)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

7. Medical and training facilities and services, including insurance, are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.h., F.S.; Rule 6A-19.004(9), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(8)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

8. Publicity for, and promotion of, athletic programs support equal opportunity for male and female teams. [Section 1000.05(3)(d)2.j., F.S.; Rule 6A-19.004(10), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(10)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

9. Support services, including administrative and clerical assistance, are provided in a non-discriminatory manner to male and female teams. [Rule 6A-19.004(11), F.A.C.]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

I hereby verify that the district is in compliance with the identified components of our athletics program, as required by Title IX, section 1000.05, F.S., and Rule 6A-19.004, F.A.C.

Principal Signature

6-2-2026
Date

B. Athletics Compliance Verification Form

District: Broward County - Hollywood Hills

1. Sports and levels of competition effectively accommodate the interests and abilities of members of both sexes. [Section 1000.05(3)(d)2.a., Florida Statutes (F.S.); Rule 6A-19.004(2), Florida Administrative Code (F.A.C.); Title IX, 34 Code of Federal Regulations (C.F.R.) section (§) 106.41(c)(1)]

   ☐ IN COMPLIANCE ■ NOT IN COMPLIANCE

2. Equipment and supplies are provided in a non-discriminatory manner to female and male teams. [Section 1000.05(3)(d)2.b., F.S.; Rule 6A-19.004(4), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(2)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

3. Scheduling of games and practice times are provided in a non-discriminatory manner for male and female teams. [Section 1000.05(3)(d)2.c., F.S.; Rule 6A-19.004(5), F.A.C.; Title IX, 34 C.F.R § 106.41(c)(3)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

4. Travel and per diem allowances are provided for athletes in a non-discriminatory manner. [Section 1000.05(3)(d)2.d., F.S.; Rule 6A-19.004(6), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(4)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

5. Opportunities to receive coaching and academic tutoring are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.e., F.S.; Rule 6A-19.004(7), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(5)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

6. Locker rooms, practice facilities and competitive facilities are of comparable quality for male and female teams. [Section 1000.05(3)(d)2.g., F.S.; Rule 6A-19.004(8), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(7)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

7. Medical and training facilities and services, including insurance, are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.h., F.S.; Rule 6A-19.004(9), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(8)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

8. Publicity for, and promotion of, athletic programs support equal opportunity for male and female teams. [Section 1000.05(3)(d)2.j., F.S.; Rule 6A-19.004(10), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(10)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

9. Support services, including administrative and clerical assistance, are provided in a non-discriminatory manner to male and female teams. [Rule 6A-19.004(11), F.A.C.]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

I hereby verify that the district is in compliance with the identified components of our athletics program, as required by Title IX, section 1000.05, F.S., and Rule 6A-19.004, F.A.C.

_____ 5/27/26

Principal Signature Date

B. Athletics Compliance Verification Form

District: Broward County - Marjory Stoneman Douglas

1. Sports and levels of competition effectively accommodate the interests and abilities of members of both sexes. [Section 1000.05(3)(d)2.a., Florida Statutes (F.S.); Rule 6A-19.004(2), Florida Administrative Code (F.A.C.); Title IX, 34 Code of Federal Regulations (C.F.R.) section (§) 106.41(c)(1)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

2. Equipment and supplies are provided in a non-discriminatory manner to female and male teams. [Section 1000.05(3)(d)2.b., F.S.; Rule 6A-19.004(4), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(2)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

3. Scheduling of games and practice times are provided in a non-discriminatory manner for male and female teams. [Section 1000.05(3)(d)2.c., F.S.; Rule 6A-19.004(5), F.A.C.; Title IX, 34 C.F.R § 106.41(c)(3)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

4. Travel and per diem allowances are provided for athletes in a non-discriminatory manner. [Section 1000.05(3)(d)2.d., F.S.; Rule 6A-19.004(6), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(4)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

5. Opportunities to receive coaching and academic tutoring are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.e., F.S.; Rule 6A-19.004(7), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(5)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

6. Locker rooms, practice facilities and competitive facilities are of comparable quality for male and female teams. [Section 1000.05(3)(d)2.g., F.S.; Rule 6A-19.004(8), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(7)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

7. Medical and training facilities and services, including insurance, are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.h., F.S.; Rule 6A-19.004(9), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(8)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

8. Publicity for, and promotion of, athletic programs support equal opportunity for male and female teams. [Section 1000.05(3)(d)2.j., F.S.; Rule 6A-19.004(10), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(10)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

9. Support services, including administrative and clerical assistance, are provided in a non-discriminatory manner to male and female teams.
   [Rule 6A-19.004(11), F.A.C.]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

I hereby verify that the district is in compliance with the identified components of our athletics program, as required by Title IX, section 1000.05, F.S., and Rule 6A-19.004, F.A.C.

Principal Signature

9/18/26
Date

B. Athletics Compliance Verification Form

District: Broward County - McArthur

1. Sports and levels of competition effectively accommodate the interests and abilities of members of both sexes. [Section 1000.05(3)(d)2.a., Florida Statutes (F.S.); Rule 6A-19.004(2), Florida Administrative Code (F.A.C.); Title IX, 34 Code of Federal Regulations (C.F.R.) section (§) 106.41(c)(1)]

   ☐ IN COMPLIANCE ■ NOT IN COMPLIANCE

2. Equipment and supplies are provided in a non-discriminatory manner to female and male teams. [Section 1000.05(3)(d)2.b., F.S.; Rule 6A-19.004(4), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(2)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

3. Scheduling of games and practice times are provided in a non-discriminatory manner for male and female teams. [Section 1000.05(3)(d)2.c., F.S.; Rule 6A-19.004(5), F.A.C.; Title IX, 34 C.F.R § 106.41(c)(3)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

4. Travel and per diem allowances are provided for athletes in a non-discriminatory manner. [Section 1000.05(3)(d)2.d., F.S.; Rule 6A-19.004(6), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(4)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

5. Opportunities to receive coaching and academic tutoring are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.e., F.S.; Rule 6A-19.004(7), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(5)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

6. Locker rooms, practice facilities and competitive facilities are of comparable quality for male and female teams. [Section 1000.05(3)(d)2.g., F.S.; Rule 6A-19.004(8), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(7)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

7. Medical and training facilities and services, including insurance, are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.h., F.S.; Rule 6A-19.004(9), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(8)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

8. Publicity for, and promotion of, athletic programs support equal opportunity for male and female teams. [Section 1000.05(3)(d)2.j., F.S.; Rule 6A-19.004(10), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(10)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

9. Support services, including administrative and clerical assistance, are provided in a non-discriminatory manner to male and female teams.
   [Rule 6A-19.004(11), F.A.C.]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

I hereby verify that the district is in compliance with the identified components of our athletics program, as required by Title IX, section 1000.05, F.S., and Rule 6A-19.004, F.A.C.

Principal Signature

5/20/2026
Date

B. Athletics Compliance Verification Form

District: Broward County - Miramar

1. Sports and levels of competition effectively accommodate the interests and abilities of members of both sexes. [Section 1000.05(3)(d)2.a., Florida Statutes (F.S.); Rule 6A-19.004(2), Florida Administrative Code (F.A.C.); Title IX, 34 Code of Federal Regulations (C.F.R.) section (§) 106.41(c)(1)]

   ☐ IN COMPLIANCE ■ NOT IN COMPLIANCE

2. Equipment and supplies are provided in a non-discriminatory manner to female and male teams. [Section 1000.05(3)(d)2.b., F.S.; Rule 6A-19.004(4), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(2)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

3. Scheduling of games and practice times are provided in a non-discriminatory manner for male and female teams. [Section 1000.05(3)(d)2.c., F.S.; Rule 6A-19.004(5), F.A.C.; Title IX, 34 C.F.R § 106.41(c)(3)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

4. Travel and per diem allowances are provided for athletes in a non-discriminatory manner. [Section 1000.05(3)(d)2.d., F.S.; Rule 6A-19.004(6), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(4)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

5. Opportunities to receive coaching and academic tutoring are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.e., F.S.; Rule 6A-19.004(7), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(5)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

6. Locker rooms, practice facilities and competitive facilities are of comparable quality for male and female teams. [Section 1000.05(3)(d)2.g., F.S.; Rule 6A-19.004(8), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(7)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

7. Medical and training facilities and services, including insurance, are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.h., F.S.; Rule 6A-19.004(9), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(8)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

8. Publicity for, and promotion of, athletic programs support equal opportunity for male and female teams. [Section 1000.05(3)(d)2.j., F.S.; Rule 6A-19.004(10), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(10)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

9. Support services, including administrative and clerical assistance, are provided in a non-discriminatory manner to male and female teams.
   [Rule 6A-19.004(11), F.A.C.]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

I hereby verify that the district is in compliance with the identified components of our athletics program, as required by Title IX, section 1000.05, F.S., and Rule 6A-19.004, F.A.C.

Principal Signature

5/22/2026
Date

B. Athletics Compliance Verification Form

District: Broward County - Monarch

1. Sports and levels of competition effectively accommodate the interests and abilities of members of both sexes. [Section 1000.05(3)(d)2.a., Florida Statutes (F.S.); Rule 6A-19.004(2), Florida Administrative Code (F.A.C.); Title IX, 34 Code of Federal Regulations (C.F.R.) section (§) 106.41(c)(1)]

   ☐ IN COMPLIANCE ■ NOT IN COMPLIANCE

2. Equipment and supplies are provided in a non-discriminatory manner to female and male teams. [Section 1000.05(3)(d)2.b., F.S.; Rule 6A-19.004(4), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(2)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

3. Scheduling of games and practice times are provided in a non-discriminatory manner for male and female teams. [Section 1000.05(3)(d)2.c., F.S.; Rule 6A-19.004(5), F.A.C.; Title IX, 34 C.F.R § 106.41(c)(3)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

4. Travel and per diem allowances are provided for athletes in a non-discriminatory manner. [Section 1000.05(3)(d)2.d., F.S.; Rule 6A-19.004(6), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(4)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

5. Opportunities to receive coaching and academic tutoring are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.e., F.S.; Rule 6A-19.004(7), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(5)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

6. Locker rooms, practice facilities and competitive facilities are of comparable quality for male and female teams. [Section 1000.05(3)(d)2.g., F.S.; Rule 6A-19.004(8), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(7)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

7. Medical and training facilities and services, including insurance, are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.h., F.S.; Rule 6A-19.004(9), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(8)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

8. Publicity for, and promotion of, athletic programs support equal opportunity for male and female teams. [Section 1000.05(3)(d)2.j., F.S.; Rule 6A-19.004(10), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(10)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

9. Support services, including administrative and clerical assistance, are provided in a non-discriminatory manner to male and female teams. [Rule 6A-19.004(11), F.A.C.]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

I hereby verify that the district is in compliance with the identified components of our athletics program, as required by Title IX, section 1000.05, F.S., and Rule 6A-19.004, F.A.C.

Principal Signature

5/24/16
Date

B. Athletics Compliance Verification Form

District: Broward County - Northeast

1. Sports and levels of competition effectively accommodate the interests and abilities of members of both sexes. [Section 1000.05(3)(d)2.a., Florida Statutes (F.S.); Rule 6A-19.004(2), Florida Administrative Code (F.A.C.); Title IX, 34 Code of Federal Regulations (C.F.R.) section (§) 106.41(c)(1)]

   ☐ IN COMPLIANCE ☒ NOT IN COMPLIANCE

2. Equipment and supplies are provided in a non-discriminatory manner to female and male teams. [Section 1000.05(3)(d)2.b., F.S.; Rule 6A-19.004(4), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(2)]

   ☒ IN COMPLIANCE ☐ NOT IN COMPLIANCE

3. Scheduling of games and practice times are provided in a non-discriminatory manner for male and female teams. [Section 1000.05(3)(d)2.c., F.S.; Rule 6A-19.004(5), F.A.C.; Title IX, 34 C.F.R § 106.41(c)(3)]

   ☒ IN COMPLIANCE ☐ NOT IN COMPLIANCE

4. Travel and per diem allowances are provided for athletes in a non-discriminatory manner. [Section 1000.05(3)(d)2.d., F.S.; Rule 6A-19.004(6), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(4)]

   ☒ IN COMPLIANCE ☐ NOT IN COMPLIANCE

5. Opportunities to receive coaching and academic tutoring are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.e., F.S.; Rule 6A-19.004(7), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(5)]

   ☒ IN COMPLIANCE ☐ NOT IN COMPLIANCE

6. Locker rooms, practice facilities and competitive facilities are of comparable quality for male and female teams. [Section 1000.05(3)(d)2.g., F.S.; Rule 6A-19.004(8), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(7)]

   ☒ IN COMPLIANCE ☐ NOT IN COMPLIANCE

7. Medical and training facilities and services, including insurance, are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.h., F.S.; Rule 6A-19.004(9), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(8)]

   ☒ IN COMPLIANCE ☐ NOT IN COMPLIANCE

8. Publicity for, and promotion of, athletic programs support equal opportunity for male and female teams. [Section 1000.05(3)(d)2.j., F.S.; Rule 6A-19.004(10), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(10)]

   ☒ IN COMPLIANCE ☐ NOT IN COMPLIANCE

9. Support services, including administrative and clerical assistance, are provided in a non-discriminatory manner to male and female teams.
   [Rule 6A-19.004(11), F.A.C.]

   ☒ IN COMPLIANCE ☐ NOT IN COMPLIANCE

I hereby verify that the district is in compliance with the identified components of our athletics program, as required by Title IX, section 1000.05, F.S., and Rule 6A-19.004, F.A.C.

Principal Signature — Date: 6/1/26

B. Athletics Compliance Verification Form

District: Broward County - Nova

1. Sports and levels of competition effectively accommodate the interests and abilities of members of both sexes. [Section 1000.05(3)(d)2.a., Florida Statutes (F.S.); Rule 6A-19.004(2), Florida Administrative Code (F.A.C.); Title IX, 34 Code of Federal Regulations (C.F.R.) section (§) 106.41(c)(1)]

   ☐ IN COMPLIANCE ■ NOT IN COMPLIANCE

2. Equipment and supplies are provided in a non-discriminatory manner to female and male teams. [Section 1000.05(3)(d)2.b., F.S.; Rule 6A-19.004(4), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(2)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

3. Scheduling of games and practice times are provided in a non-discriminatory manner for male and female teams. [Section 1000.05(3)(d)2.c., F.S.; Rule 6A-19.004(5), F.A.C.; Title IX, 34 C.F.R § 106.41(c)(3)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

4. Travel and per diem allowances are provided for athletes in a non-discriminatory manner. [Section 1000.05(3)(d)2.d., F.S.; Rule 6A-19.004(6), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(4)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

5. Opportunities to receive coaching and academic tutoring are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.e., F.S.; Rule 6A-19.004(7), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(5)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

6. Locker rooms, practice facilities and competitive facilities are of comparable quality for male and female teams. [Section 1000.05(3)(d)2.g., F.S.; Rule 6A-19.004(8), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(7)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

7. Medical and training facilities and services, including insurance, are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.h., F.S.; Rule 6A-19.004(9), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(8)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

8. Publicity for, and promotion of, athletic programs support equal opportunity for male and female teams. [Section 1000.05(3)(d)2.j., F.S.; Rule 6A-19.004(10), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(10)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

9. Support services, including administrative and clerical assistance, are provided in a non-discriminatory manner to male and female teams. [Rule 6A-19.004(11), F.A.C.]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

I hereby verify that the district is in compliance with the identified components of our athletics program, as required by Title IX, section 1000.05, F.S., and Rule 6A-19.004, F.A.C.

Principal Signature

5/27/26
Date

B. Athletics Compliance Verification Form

District: Broward County -Piper

1. Sports and levels of competition effectively accommodate the interests and abilities of members of both sexes. [Section 1000.05(3)(d)2.a., Florida Statutes (F.S.); Rule 6A-19.004(2), Florida Administrative Code (F.A.C.); Title IX, 34 Code of Federal Regulations (C.F.R.) section (§) 106.41(c)(1)]

   ☑ IN COMPLIANCE ☐ NOT IN COMPLIANCE

2. Equipment and supplies are provided in a non-discriminatory manner to female and male teams. [Section 1000.05(3)(d)2.b., F.S.; Rule 6A-19.004(4), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(2)]

   ☑ IN COMPLIANCE ☐ NOT IN COMPLIANCE

3. Scheduling of games and practice times are provided in a non-discriminatory manner for male and female teams. [Section 1000.05(3)(d)2.c., F.S.; Rule 6A-19.004(5), F.A.C.; Title IX, 34 C.F.R § 106.41(c)(3)]

   ☑ IN COMPLIANCE ☐ NOT IN COMPLIANCE

4. Travel and per diem allowances are provided for athletes in a non-discriminatory manner. [Section 1000.05(3)(d)2.d., F.S.; Rule 6A-19.004(6), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(4)]

   ☑ IN COMPLIANCE ☐ NOT IN COMPLIANCE

5. Opportunities to receive coaching and academic tutoring are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.e., F.S.; Rule 6A-19.004(7), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(5)]

   ☑ IN COMPLIANCE ☐ NOT IN COMPLIANCE

6. Locker rooms, practice facilities and competitive facilities are of comparable quality for male and female teams. [Section 1000.05(3)(d)2.g., F.S.; Rule 6A-19.004(8), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(7)]

   ☑ IN COMPLIANCE ☐ NOT IN COMPLIANCE

7. Medical and training facilities and services, including insurance, are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.h., F.S.; Rule 6A-19.004(9), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(8)]

   ☑ IN COMPLIANCE ☐ NOT IN COMPLIANCE

8. Publicity for, and promotion of, athletic programs support equal opportunity for male and female teams. [Section 1000.05(3)(d)2.j., F.S.; Rule 6A-19.004(10), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(10)]

   ☑ IN COMPLIANCE ☐ NOT IN COMPLIANCE

9. Support services, including administrative and clerical assistance, are provided in a non-discriminatory manner to male and female teams.
   [Rule 6A-19.004(11), F.A.C.]

   ☑ IN COMPLIANCE ☐ NOT IN COMPLIANCE

I hereby verify that the district is in compliance with the identified components of our athletics program, as required by Title IX, section 1000.05, F.S., and Rule 6A-19.004, F.A.C.

Principal Signature

5-27-26
Date

B. Athletics Compliance Verification Form

District: Broward County -Plantation

1. Sports and levels of competition effectively accommodate the interests and abilities of members of both sexes. [Section 1000.05(3)(d)2.a., Florida Statutes (F.S.); Rule 6A-19.004(2), Florida Administrative Code (F.A.C.); Title IX, 34 Code of Federal Regulations (C.F.R.) section (§) 106.41(c)(1)]

   ☐ IN COMPLIANCE ■ NOT IN COMPLIANCE

2. Equipment and supplies are provided in a non-discriminatory manner to female and male teams. [Section 1000.05(3)(d)2.b., F.S.; Rule 6A-19.004(4), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(2)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

3. Scheduling of games and practice times are provided in a non-discriminatory manner for male and female teams. [Section 1000.05(3)(d)2.c., F.S.; Rule 6A-19.004(5), F.A.C.; Title IX, 34 C.F.R § 106.41(c)(3)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

4. Travel and per diem allowances are provided for athletes in a non-discriminatory manner. [Section 1000.05(3)(d)2.d., F.S.; Rule 6A-19.004(6), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(4)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

5. Opportunities to receive coaching and academic tutoring are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.e., F.S.; Rule 6A-19.004(7), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(5)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

6. Locker rooms, practice facilities and competitive facilities are of comparable quality for male and female teams. [Section 1000.05(3)(d)2.g., F.S.; Rule 6A-19.004(8), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(7)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

7. Medical and training facilities and services, including insurance, are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.h., F.S.; Rule 6A-19.004(9), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(8)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

8. Publicity for, and promotion of, athletic programs support equal opportunity for male and female teams. [Section 1000.05(3)(d)2.j., F.S.; Rule 6A-19.004(10), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(10)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

9. Support services, including administrative and clerical assistance, are provided in a non-discriminatory manner to male and female teams. [Rule 6A-19.004(11), F.A.C.]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

I hereby verify that the district is in compliance with the identified components of our athletics program, as required by Title IX, section 1000.05, F.S., and Rule 6A-19.004, F.A.C.

Principal Signature — Date: 5/29/24

B. Athletics Compliance Verification Form

District: Broward County -Pompano Beach

1. Sports and levels of competition effectively accommodate the interests and abilities of members of both sexes. [Section 1000.05(3)(d)2.a., Florida Statutes (F.S.); Rule 6A-19.004(2), Florida Administrative Code (F.A.C.); Title IX, 34 Code of Federal Regulations (C.F.R.) section (§) 106.41(c)(1)]

   ☒ IN COMPLIANCE ☐ NOT IN COMPLIANCE

2. Equipment and supplies are provided in a non-discriminatory manner to female and male teams. [Section 1000.05(3)(d)2.b., F.S.; Rule 6A-19.004(4), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(2)]

   ☒ IN COMPLIANCE ☐ NOT IN COMPLIANCE

3. Scheduling of games and practice times are provided in a non-discriminatory manner for male and female teams. [Section 1000.05(3)(d)2.c., F.S.; Rule 6A-19.004(5), F.A.C.; Title IX, 34 C.F.R § 106.41(c)(3)]

   ☒ IN COMPLIANCE ☐ NOT IN COMPLIANCE

4. Travel and per diem allowances are provided for athletes in a non-discriminatory manner. [Section 1000.05(3)(d)2.d., F.S.; Rule 6A-19.004(6), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(4)]

   ☒ IN COMPLIANCE ☐ NOT IN COMPLIANCE

5. Opportunities to receive coaching and academic tutoring are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.e., F.S.; Rule 6A-19.004(7), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(5)]

   ☒ IN COMPLIANCE ☐ NOT IN COMPLIANCE

6. Locker rooms, practice facilities and competitive facilities are of comparable quality for male and female teams. [Section 1000.05(3)(d)2.g., F.S.; Rule 6A-19.004(8), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(7)]

   ☒ IN COMPLIANCE ☐ NOT IN COMPLIANCE

7. Medical and training facilities and services, including insurance, are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.h., F.S.; Rule 6A-19.004(9), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(8)]

   ☒ IN COMPLIANCE ☐ NOT IN COMPLIANCE

8. Publicity for, and promotion of, athletic programs support equal opportunity for male and female teams. [Section 1000.05(3)(d)2.j., F.S.; Rule 6A-19.004(10), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(10)]

   ☒ IN COMPLIANCE ☐ NOT IN COMPLIANCE

9. Support services, including administrative and clerical assistance, are provided in a non-discriminatory manner to male and female teams. [Rule 6A-19.004(11), F.A.C.]

   ☒ IN COMPLIANCE ☐ NOT IN COMPLIANCE

I hereby verify that the district is in compliance with the identified components of our athletics program, as required by Title IX, section 1000.05, F.S., and Rule 6A-19.004, F.A.C.

Principal Signature

5/27/24
Date

B. Athletics Compliance Verification Form

District: Broward County - South Broward

1. Sports and levels of competition effectively accommodate the interests and abilities of members of both sexes. [Section 1000.05(3)(d)2.a., Florida Statutes (F.S.); Rule 6A-19.004(2), Florida Administrative Code (F.A.C.); Title IX, 34 Code of Federal Regulations (C.F.R.) section (§) 106.41(c)(1)]

   ☐ IN COMPLIANCE ■ NOT IN COMPLIANCE

2. Equipment and supplies are provided in a non-discriminatory manner to female and male teams. [Section 1000.05(3)(d)2.b., F.S.; Rule 6A-19.004(4), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(2)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

3. Scheduling of games and practice times are provided in a non-discriminatory manner for male and female teams. [Section 1000.05(3)(d)2.c., F.S.; Rule 6A-19.004(5), F.A.C.; Title IX, 34 C.F.R § 106.41(c)(3)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

4. Travel and per diem allowances are provided for athletes in a non-discriminatory manner. [Section 1000.05(3)(d)2.d., F.S.; Rule 6A-19.004(6), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(4)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

5. Opportunities to receive coaching and academic tutoring are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.e., F.S.; Rule 6A-19.004(7), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(5)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

6. Locker rooms, practice facilities and competitive facilities are of comparable quality for male and female teams. [Section 1000.05(3)(d)2.g., F.S.; Rule 6A-19.004(8), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(7)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

7. Medical and training facilities and services, including insurance, are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.h., F.S.; Rule 6A-19.004(9), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(8)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

8. Publicity for, and promotion of, athletic programs support equal opportunity for male and female teams. [Section 1000.05(3)(d)2.j., F.S.; Rule 6A-19.004(10), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(10)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

9. Support services, including administrative and clerical assistance, are provided in a non-discriminatory manner to male and female teams. [Rule 6A-19.004(11), F.A.C.]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

I hereby verify that the district is in compliance with the identified components of our athletics program, as required by Title IX, section 1000.05, F.S., and Rule 6A-19.004, F.A.C.

Principal Signature

05/26/2026
Date

B. Athletics Compliance Verification Form

District: Broward County - South Plantation

1. Sports and levels of competition effectively accommodate the interests and abilities of members of both sexes. [Section 1000.05(3)(d)2.a., Florida Statutes (F.S.); Rule 6A-19.004(2), Florida Administrative Code (F.A.C.); Title IX, 34 Code of Federal Regulations (C.F.R.) section (§) 106.41(c)(1)]

   ☐ IN COMPLIANCE ☑ NOT IN COMPLIANCE

2. Equipment and supplies are provided in a non-discriminatory manner to female and male teams. [Section 1000.05(3)(d)2.b., F.S.; Rule 6A-19.004(4), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(2)]

   ☑ IN COMPLIANCE ☐ NOT IN COMPLIANCE

3. Scheduling of games and practice times are provided in a non-discriminatory manner for male and female teams. [Section 1000.05(3)(d)2.c., F.S.; Rule 6A-19.004(5), F.A.C.; Title IX, 34 C.F.R § 106.41(c)(3)]

   ☑ IN COMPLIANCE ☐ NOT IN COMPLIANCE

4. Travel and per diem allowances are provided for athletes in a non-discriminatory manner. [Section 1000.05(3)(d)2.d., F.S.; Rule 6A-19.004(6), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(4)]

   ☑ IN COMPLIANCE ☐ NOT IN COMPLIANCE

5. Opportunities to receive coaching and academic tutoring are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.e., F.S.; Rule 6A-19.004(7), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(5)]

   ☑ IN COMPLIANCE ☐ NOT IN COMPLIANCE

6. Locker rooms, practice facilities and competitive facilities are of comparable quality for male and female teams. [Section 1000.05(3)(d)2.g., F.S.; Rule 6A-19.004(8), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(7)]

   ☑ IN COMPLIANCE ☐ NOT IN COMPLIANCE

7. Medical and training facilities and services, including insurance, are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.h., F.S.; Rule 6A-19.004(9), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(8)]

   ☑ IN COMPLIANCE ☐ NOT IN COMPLIANCE

8. Publicity for, and promotion of, athletic programs support equal opportunity for male and female teams. [Section 1000.05(3)(d)2.j., F.S.; Rule 6A-19.004(10), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(10)]

   ☑ IN COMPLIANCE ☐ NOT IN COMPLIANCE

9. Support services, including administrative and clerical assistance, are provided in a non-discriminatory manner to male and female teams.
   [Rule 6A-19.004(11), F.A.C.]

   ☑ IN COMPLIANCE ☐ NOT IN COMPLIANCE

I hereby verify that the district is in compliance with the identified components of our athletics program, as required by Title IX, section 1000.05, F.S., and Rule 6A-19.004, F.A.C.

Principal Signature

Date 6-2-26

B. Athletics Compliance Verification Form

District: Broward County - Stranahan

1. Sports and levels of competition effectively accommodate the interests and abilities of members of both sexes. [Section 1000.05(3)(d)2.a., Florida Statutes (F.S.); Rule 6A-19.004(2), Florida Administrative Code (F.A.C.); Title IX, 34 Code of Federal Regulations (C.F.R.) section (§) 106.41(c)(1)]

   ☐ IN COMPLIANCE ■ NOT IN COMPLIANCE

2. Equipment and supplies are provided in a non-discriminatory manner to female and male teams. [Section 1000.05(3)(d)2.b., F.S.; Rule 6A-19.004(4), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(2)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

3. Scheduling of games and practice times are provided in a non-discriminatory manner for male and female teams. [Section 1000.05(3)(d)2.c., F.S.; Rule 6A-19.004(5), F.A.C.; Title IX, 34 C.F.R § 106.41(c)(3)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

4. Travel and per diem allowances are provided for athletes in a non-discriminatory manner. [Section 1000.05(3)(d)2.d., F.S.; Rule 6A-19.004(6), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(4)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

5. Opportunities to receive coaching and academic tutoring are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.e., F.S.; Rule 6A-19.004(7), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(5)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

6. Locker rooms, practice facilities and competitive facilities are of comparable quality for male and female teams. [Section 1000.05(3)(d)2.g., F.S.; Rule 6A-19.004(8), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(7)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

7. Medical and training facilities and services, including insurance, are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.h., F.S.; Rule 6A-19.004(9), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(8)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

8. Publicity for, and promotion of, athletic programs support equal opportunity for male and female teams. [Section 1000.05(3)(d)2.j., F.S.; Rule 6A-19.004(10), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(10)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

9. Support services, including administrative and clerical assistance, are provided in a non-discriminatory manner to male and female teams. [Rule 6A-19.004(11), F.A.C.]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

I hereby verify that the district is in compliance with the identified components of our athletics program, as required by Title IX, section 1000.05, F.S., and Rule 6A-19.004, F.A.C.

Principal Signature

5-28-26
Date

B. Athletics Compliance Verification Form

District: Broward County - Taravella

1. Sports and levels of competition effectively accommodate the interests and abilities of members of both sexes. [Section 1000.05(3)(d)2.a., Florida Statutes (F.S.); Rule 6A-19.004(2), Florida Administrative Code (F.A.C.); Title IX, 34 Code of Federal Regulations (C.F.R.) section (§) 106.41(c)(1)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

2. Equipment and supplies are provided in a non-discriminatory manner to female and male teams. [Section 1000.05(3)(d)2.b., F.S.; Rule 6A-19.004(4), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(2)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

3. Scheduling of games and practice times are provided in a non-discriminatory manner for male and female teams. [Section 1000.05(3)(d)2.c., F.S.; Rule 6A-19.004(5), F.A.C.; Title IX, 34 C.F.R § 106.41(c)(3)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

4. Travel and per diem allowances are provided for athletes in a non-discriminatory manner. [Section 1000.05(3)(d)2.d., F.S.; Rule 6A-19.004(6), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(4)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

5. Opportunities to receive coaching and academic tutoring are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.e., F.S.; Rule 6A-19.004(7), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(5)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

6. Locker rooms, practice facilities and competitive facilities are of comparable quality for male and female teams. [Section 1000.05(3)(d)2.g., F.S.; Rule 6A-19.004(8), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(7)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

7. Medical and training facilities and services, including insurance, are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.h., F.S.; Rule 6A-19.004(9), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(8)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

8. Publicity for, and promotion of, athletic programs support equal opportunity for male and female teams. [Section 1000.05(3)(d)2.j., F.S.; Rule 6A-19.004(10), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(10)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

9. Support services, including administrative and clerical assistance, are provided in a non-discriminatory manner to male and female teams. [Rule 6A-19.004(11), F.A.C.]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

I hereby verify that the district is in compliance with the identified components of our athletics program, as required by Title IX, section 1000.05, F.S., and Rule 6A-19.004, F.A.C.

Principal Signature

6/21/22
Date

Athletic Compliance Verification Form

District: Broward -West Broward

1. Sports and levels of competition effectively accommodate the interests and abilities of members of both sexes. [Section 1000.05(3)(d)2.a., Florida Statutes (F.S.); Rule 6A-19.004(2), Florida Administrative Code (F.A.C.); Title IX: 34 Code of Federal Regulations (C.F.R.) section (§) 106.41(c)(1)]

   ☐ IN COMPLIANCE ☑ NOT IN COMPLIANCE

2. Equipment and supplies are provided in a non-discriminatory manner to female and male teams. [Section 1000.05(3)(d)2.b., F.S.; Rule 6A-19.004(4), F.A.C.; Title IX: 34 C.F.R. § 106.41(c)(2)]

   ☑ IN COMPLIANCE ☐ NOT IN COMPLIANCE

3. Scheduling of games and practice times are provided in a non-discriminatory manner for male and female teams.
   [Section 1000.05(3)(d)2.c., F.S.; Rule 6A-19.004(5), F.A.C.; Title IX: 34 C.F.R. § 106.41(c)(3)]

   ☑ IN COMPLIANCE ☐ NOT IN COMPLIANCE

4. Travel and per diem allowances are provided for athletes in a non-discriminatory manner. [Section 1000.05(3)(d)2.d., F.S.; Rule 6A-19.004(6), F.A.C.; Title IX: 34 C.F.R. § 106.41(c)(4)]

   ☑ IN COMPLIANCE ☐ NOT IN COMPLIANCE

5. Opportunities to receive coaching and academic tutoring are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.e., F.S.; Rule 6A-19.004(7), F.A.C.; Title IX: 34 C.F.R. § 106.41(c)(5)]

   ☑ IN COMPLIANCE ☐ NOT IN COMPLIANCE

6. Locker rooms, practice facilities and competitive facilities are of comparable quality for male and female teams. [Section 1000.05(3)(d)2.g., F.S.; Rule 6A-19.004(8), F.A.C.; Title IX: 34 C.F.R. § 106.41(c)(7)]

   ☑ IN COMPLIANCE ☐ NOT IN COMPLIANCE

7. Medical and training facilities and services, including insurance, are provided in a non-discriminatory manner.
   [Section 1000.05(3)(d)2.h., F.S.; Rule 6A-19.004(9), F.A.C.; Title IX: 34 C.F.R. § 106.41(c)(8)]

   ☑ IN COMPLIANCE ☐ NOT IN COMPLIANCE

8. Publicity for, and promotion of, athletic programs support equal opportunity for male and female teams. [Section 1000.05(3)(d)2.j., F.S.; Rule 6A-19.004(10), F.A.C.; Title IX: 34 C.F.R. § 106.41(c)(10)]

   ☑ IN COMPLIANCE ☐ NOT IN COMPLIANCE

9. Support services, including administrative and clerical assistance, are provided in a non-discriminatory manner to male and female teams.
   [Rule 6A-19.004(11), F.A.C.]

   ☑ IN COMPLIANCE ☐ NOT IN COMPLIANCE

I hereby verify that the district is in compliance with the identified components of our athletics program, as required by Title IX, section 1000.05, F.S., and Rule 6A-19.004, F.A.C.

Principal Signature

5/9/2025
Date

B. Athletics Compliance Verification Form

District: Broward County - Western

1. Sports and levels of competition effectively accommodate the interests and abilities of members of both sexes. [Section 1000.05(3)(d)2.a., Florida Statutes (F.S.); Rule 6A-19.004(2), Florida Administrative Code (F.A.C.); Title IX, 34 Code of Federal Regulations (C.F.R.) section (§) 106.41(c)(1)]

   ☐ IN COMPLIANCE ■ NOT IN COMPLIANCE

2. Equipment and supplies are provided in a non-discriminatory manner to female and male teams. [Section 1000.05(3)(d)2.b., F.S.; Rule 6A-19.004(4), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(2)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

3. Scheduling of games and practice times are provided in a non-discriminatory manner for male and female teams. [Section 1000.05(3)(d)2.c., F.S.; Rule 6A-19.004(5), F.A.C.; Title IX, 34 C.F.R § 106.41(c)(3)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

4. Travel and per diem allowances are provided for athletes in a non-discriminatory manner. [Section 1000.05(3)(d)2.d., F.S.; Rule 6A-19.004(6), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(4)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

5. Opportunities to receive coaching and academic tutoring are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.e., F.S.; Rule 6A-19.004(7), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(5)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

6. Locker rooms, practice facilities and competitive facilities are of comparable quality for male and female teams. [Section 1000.05(3)(d)2.g., F.S.; Rule 6A-19.004(8), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(7)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

7. Medical and training facilities and services, including insurance, are provided in a non-discriminatory manner. [Section 1000.05(3)(d)2.h., F.S.; Rule 6A-19.004(9), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(8)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

8. Publicity for, and promotion of, athletic programs support equal opportunity for male and female teams. [Section 1000.05(3)(d)2.j., F.S.; Rule 6A-19.004(10), F.A.C.; Title IX, 34 C.F.R. § 106.41(c)(10)]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

9. Support services, including administrative and clerical assistance, are provided in a non-discriminatory manner to male and female teams. [Rule 6A-19.004(11), F.A.C.]

   ■ IN COMPLIANCE ☐ NOT IN COMPLIANCE

I hereby verify that the district is in compliance with the identified components of our athletics program, as required by Title IX, section 1000.05, F.S., and Rule 6A-19.004, F.A.C.

Principal Signature

6/2/26
Date

PART IV: ATHLETICS COMPLIANCE VERIFICATION

C. ATHLETICS CORRECTIVE ACTION PLAN

C. Athletics Corrective Action Plan

District: Broward

School Name:Blanche Ely

If the district is out of compliance, please answer the following questions:

How is your school out of compliance with athletics requirements in the Athletics Compliance Verification Form? Select all indicators that apply.

[■] Sports Participation	☐ Equipment and Supplies	☐ Game and Practice Schedules
☐ Travel and Per Diem Allowances	☐ Coaching and Academic Tutoring	☐ Sports Facilities
☐ Medical and Training Facilities/Services	☐ Athletic Program Publicity and Promotion	☐ Support Services

What are the planned actions to address the deficiencies found in athletics?

There is currently a disparity in participation numbers between female and male student-athletes. The school is committed to increasing opportunities, awareness, and participation for female students in alignment with Title IX expectations. To support this initiative, the athletic department will actively promote female athletic programs through school-wide announcements, social media campaigns, student spotlight features, recruitment events, middle school outreach, and community engagement activities. Coaches and student-athletes will work collaboratively with SGA, guidance counselors, and school leadership to encourage female student participation in athletics. The school will also increase visibility of girls' sports through game promotions, recognition events, digital media content, website updates, and partnerships with feeder middle schools to educate incoming students on athletic opportunities available at Blanche Ely High School.

What is the timeline for addressing the deficiencies found in athletics?

The timeline for addressing the deficiencies found in athletics will begin at the start of the 2026 - 2027 school year. The athletic department will work with administration, coaches, students, and community stakeholders to improve participation.

We hereby verify that the above corrective action plan will be implemented to bring the institution into compliance within the time frame indicated in the Plan.

Principal Signature _____ Date 5/28/26

Superintendent Signature _____ Date 6/17/26

C. Athletics Corrective Action Plan

District: Broward County

School Name:Boyd Anderson High School

If the district is out of compliance, please answer the following questions:

How is your school out of compliance with athletics requirements in the Athletics Compliance Verification Form? Select all indicators that apply.

☒ Sports Participation	☐ Equipment and Supplies	☐ Game and Practice Schedules
☐ Travel and Per Diem Allowances	☐ Coaching and Academic Tutoring	☐ Sports Facilities
☐ Medical and Training Facilities/Services	☐ Athletic Program Publicity and Promotion	☐ Support Services

What are the planned actions to address the deficiencies found in athletics?

-Conduct annual interest surveys of female athletes grades 8-12 with questions about : Interest in sports, barriers to participation, transportation concerns, work/family responsibilities, fear of tryouts or lack of experience, sports they would consider joining -Launch a "Girls in Sports" Recruitment Campaign by creating school-wide announcements highlighting female sports, use social media to spotlight female athletes and teams, display posters/flyers around campus, host lunch-time recruitment tables, create a "Why I Play" testimonial from female athletes all over the district -Host a "No Experience Needed" intro clinic that offers beginner clinics for sports such as: flag football, basketball, volleyball, soccer, track and field, cheerleading, weightlifting -Build Partnerships with Middle Schools: invite middle school girls to games, offer youth camps, host " Future Lady Athletes Day", connect middle school PE teachers to high school programs Measuring success: Track the number of female athletes by sport especially the sports with

What is the timeline for addressing the deficiencies found in athletics?

Timeline for surveys: 1st qtr
Timeline for recruitment: ongoing
Timeline for no experience needed camp: preseason and off season

We hereby verify that the above corrective action plan will be implemented to bring the institution into compliance within the time frame indicated in the Plan.

Principal Signature _____ **Date** 5/28/2026

Superintendent Signature _____ **Date** 6/17/26

C. Athletics Corrective Action Plan

District: Broward

School Name: Coconut Creek High School

If the district is out of compliance, please answer the following questions:

How is your school out of compliance with athletics requirements in the Athletics Compliance Verification Form? Select all indicators that apply.

☒ Sports Participation	☐ Equipment and Supplies	☐ Game and Practice Schedules
☐ Travel and Per Diem Allowances	☐ Coaching and Academic Tutoring	☐ Sports Facilities
☐ Medical and Training Facilities/Services	☐ Athletic Program Publicity and Promotion	☐ Support Services

What are the planned actions to address the deficiencies found in athletics?

The AD will host quarterly school wide meetings with all females encouraging participation.

The Assistant AD will facilitate club rushes and recruitment tables during lunch to engage with the targeted audience.

The AP over Athletics will release parent links and targeted announcements bi-weekly through our regular school-based communication medians.

What is the timeline for addressing the deficiencies found in athletics?

The deficiencies will be addressed quarterly.

We hereby verify that the above corrective action plan will be implemented to bring the institution into compliance within the time frame indicated in the Plan.

Principal Signature _____ Date 5/29/26

Superintendent Signature _____ Date 6/17/26

C. Athletics Corrective Action Plan

District: BROWARD

School Name: CORAL SPRINGS HS

If the district is out of compliance, please answer the following questions:

How is your school out of compliance with athletics requirements in the Athletics Compliance Verification Form? Select all indicators that apply.

☒ Sports Participation	☐ Equipment and Supplies	☐ Game and Practice Schedules
☐ Travel and Per Diem Allowances	☐ Coaching and Academic Tutoring	☐ Sports Facilities
☐ Medical and Training Facilities/Services	☐ Athletic Program Publicity and Promotion	☐ Support Services

What are the planned actions to address the deficiencies found in athletics?

Our athletic participation numbers are currently not fully aligned with gender equity expectations due to lower female participation in some sports programs. To increase participation, the athletic department will actively promote sports through social media, ParentLink messages, the school website, QR code flyers, and morning and afternoon announcements. Coaches and student-athletes will assist with recruitment by hosting interest meetings, speaking with students during lunches and school events, and participating in freshman orientation and meet-and-greet events. Athletic information tables will also be set up during school events to provide students and parents with information about sports offered, tryout dates, and eligibility requirements. The school will continue promoting offseason workouts, conditioning opportunities, and open gyms to encourage year-round involvement. Guidance counselors and staff members will also help identify and encourage students who may be interested in participating in athletics.

What is the timeline for addressing the deficiencies found in athletics?

The school will begin these recruitment and awareness efforts on August 10, 2026, the first day of school, and continue them throughout the 2026-2027 school year. Athletic opportunities will be promoted through social media, ParentLink messages, announcements, and school events.

We hereby verify that the above corrective action plan will be implemented to bring the institution into compliance within the time frame indicated in the Plan.

Principal Signature _____ **Date** 5/27/26

Superintendent Signature _____ **Date** 6/17/26

C. Athletics Corrective Action Plan

District: Broward County

School Name: Cypress Bay

If the district is out of compliance, please answer the following questions:

How is your school out of compliance with athletics requirements in the Athletics Compliance Verification Form? Select all indicators that apply.

☒ Sports Participation	☐ Equipment and Supplies	☐ Game and Practice Schedules
☐ Travel and Per Diem Allowances	☐ Coaching and Academic Tutoring	☐ Sports Facilities
☐ Medical and Training Facilities/Services	☐ Athletic Program Publicity and Promotion	☐ Support Services

What are the planned actions to address the deficiencies found in athletics?

-AD will increase recruitment efforts through RMA, social media, open house, and other school/community events
-AD will increase awareness of female athletic opportunities through outlets such as morning announcements, parent link, etc.
-AD will evaluate program offerings and student interest through surveys and student questionnaires
-AD will develop mentorship and support systems that encourage long-term participation
-AD will increase visibility of female athletics throughout campus

What is the timeline for addressing the deficiencies found in athletics?

26-27 School Year

We hereby verify that the above corrective action plan will be implemented to bring the institution into compliance within the time frame indicated in the Plan.

Principal Signature _____ Date 5.28.26

Superintendent Signature _____ Date 6/17/26

C. Athletics Corrective Action Plan

District: Deerfield Beach High School

School Name:

If the district is out of compliance, please answer the following questions:

How is your school out of compliance with athletics requirements in the Athletics Compliance Verification Form? Select all indicators that apply.

☒ Sports Participation	☐ Equipment and Supplies	☐ Game and Practice Schedules
☐ Travel and Per Diem Allowances	☐ Coaching and Academic Tutoring	☐ Sports Facilities
☐ Medical and Training Facilities/Services	☐ Athletic Program Publicity and Promotion	☐ Support Services

What are the planned actions to address the deficiencies found in athletics?

To address the deficiencies found in athletics related to increasing female athletic participation and opportunities, the DBHS plans to expand the female athletic programs and provide greater access to sports and extracurricular athletic activities for female students. The school will conduct student interest surveys and review participation data to ensure compliance with Title IX requirements and identify areas where additional opportunities are needed. Efforts will also include increasing recruitment and outreach initiatives to encourage more female students to participate in athletics. In addition, the school will work to ensure equitable access to facilities, equipment, uniforms, transportation, funding, and practice schedules for female athletic programs. The athletics department will enhance the visibility and promotion of female sports through school announcements, social media, and community engagement activities. Professional development and training will be provided to coaches and staff to strengthen awareness of gender equity

What is the timeline for addressing the deficiencies found in athletics?

The timeline for addressing the deficiencies found in athletics will begin immediately and continue throughout the current school year. Within the first 30 days, the school will review all athletic compliance procedures, identify areas requiring corrective action, and ensure that all

We hereby verify that the above corrective action plan will be implemented to bring the institution into compliance within the time frame indicated in the Plan.

Principal Signature _____ **Date** 5/29/26

Superintendent Signature _____ **Date** 6/17/26

C. Athletics Corrective Action Plan

District: Broward

School Name: Dillard

If the district is out of compliance, please answer the following questions:

How is your school out of compliance with athletics requirements in the Athletics Compliance Verification Form? Select all indicators that apply.

☒ Sports Participation	☐ Equipment and Supplies	☐ Game and Practice Schedules
☐ Travel and Per Diem Allowances	☐ Coaching and Academic Tutoring	☐ Sports Facilities
☐ Medical and Training Facilities/Services	☐ Athletic Program Publicity and Promotion	☐ Support Services

What are the planned actions to address the deficiencies found in athletics?

To address the deficiencies identified in athletics participation compliance, the school will implement a comprehensive monitoring and accountability system focused on increasing student participation, ensuring eligibility compliance, and strengthening oversight of athletic programs. Planned actions include conducting regular audits of athletic rosters and participation data, improving communication between coaches, counselors, and administration regarding eligibility requirements, and expanding student recruitment efforts to increase participation across all sports programs.

What is the timeline for addressing the deficiencies found in athletics?

The timeline for addressing the deficiencies identified in athletics will occur in phases throughout the school year. Immediate corrective actions will begin within the first 30 days and will include reviewing participation data, conducting compliance audits, and communicating expectations to

We hereby verify that the above corrective action plan will be implemented to bring the institution into compliance within the time frame indicated in the Plan.

Principal Signature _____ **Date** 5-28-2026

Superintendent Signature _____ **Date** 6/17/26

C. Athletics Corrective Action Plan

District: BROWARD COUNTY

School Name: EVERGLADES HIGH SCHOOL

If the district is out of compliance, please answer the following questions:

How is your school out of compliance with athletics requirements in the Athletics Compliance Verification Form? Select all indicators that apply.

☒ Sports Participation	☐ Equipment and Supplies	☐ Game and Practice Schedules
☐ Travel and Per Diem Allowances	☐ Coaching and Academic Tutoring	☐ Sports Facilities
☐ Medical and Training Facilities/Services	☐ Athletic Program Publicity and Promotion	☐ Support Services

What are the planned actions to address the deficiencies found in athletics?

Strategies to Increase Girls' Participation in Athletics: To increase girls' participation in athletics, we will focus on outreach, family engagement, and feeder school partnerships.

- **Promote opportunities:** Use social media, school events, feeder school visits, club rushes, orientations, and Open House to advertise tryouts and highlight female student-athletes across all girls' sports, (Flag Football, Softball, Volleyball, Golf, Basketball, etc.)
- **Engage families:** Host preseason parent meetings so coaches can share expectations, values, and academic and athletic standards.
- **Build feeder school ties:** Invite female athletes from feeder schools to home games to build interest in joining our athletic program.

What is the timeline for addressing the deficiencies found in athletics?

Advertising: Duration of the 2026-2027 school year. Interest meetings: Ongoing

We hereby verify that the above corrective action plan will be implemented to bring the institution into compliance within the time frame indicated in the Plan.

Principal Signature _____ **Date** 6/2/26

Superintendent Signature _____ **Date** 4/17/26

C. Athletics Corrective Action Plan

District: Broward

School Name: Hallandale Magnet High School

If the district is out of compliance, please answer the following questions:

How is your school out of compliance with athletics requirements in the Athletics Compliance Verification Form? Select all indicators that apply.

☒ Sports Participation	☐ Equipment and Supplies	☐ Game and Practice Schedules
☐ Travel and Per Diem Allowances	☐ Coaching and Academic Tutoring	☐ Sports Facilities
☐ Medical and Training Facilities/Services	☐ Athletic Program Publicity and Promotion	☐ Support Services

What are the planned actions to address the deficiencies found in athletics?

Athletics showcase at the start of the year, highlighting the sports offered at Hallandale. Post information on school website, and Athletics social media pages of the Athletic programs offered. Also, highlight the benefits of participating in sports

What is the timeline for addressing the deficiencies found in athletics?

End of the year 25-26 and throughout the entirety of the 26-27 school year.

We hereby verify that the above corrective action plan will be implemented to bring the institution into compliance within the time frame indicated in the Plan.

Principal Signature _____ **Date** 6-2-2026

Superintendent Signature _____ **Date** 6/17/26

C. Athletics Corrective Action Plan

District: Broward
School Name: Hollywood Hills
If the district is out of compliance, please answer the following questions:

How is your school out of compliance with athletics requirements in the Athletics Compliance Verification Form? Select all indicators that apply.

▪ Sports Participation	☐ Equipment and Supplies	☐ Game and Practice Schedules
☐ Travel and Per Diem Allowances	☐ Coaching and Academic Tutoring	☐ Sports Facilities
☐ Medical and Training Facilities/Services	☐ Athletic Program Publicity and Promotion	☐ Support Services

What are the planned actions to address the deficiencies found in athletics?

The planned actions to address the deficiencies in sports participation at Hollywood Hills is, first and foremost, for the AD and Administration to continue hiring female coaches for female sports as we believe they're a direct and positive influence in recruiting females to play sports. Last year, Hollywood Hills hired six new female coaches this yea and we saw an increase to roster spots in Flag Football, Cross-Country, Girls' Soccer and Softball, and plan on adding Girls' Basketball and Beach Volleyball teams for next year.

We also plan to heavily promote female sports through posted flyers, social media, morning and Parent Link announcements from the AD and Admin, as well as through student-led lunch sign-ups. During interest meetings, our coaches allow returning players to speak on behalf the program.

What is the timeline for addressing the deficiencies found in athletics?

The timeline for addressing the dificiencies is immediate, we've already posted the open vacancies, and have held interest meetings and student-led sign-ups for Girls' Volleyball, Cross-Country and Cheerleading.

We hereby verify that the above corrective action plan will be implemented to bring the institution into compliance within the time frame indicated in the Plan.

Principal Signature _____ Date 5/28/26

Superintendent Signature _____ Date 6/17/26

C. Athletics Corrective Action Plan

District: Broward

School Name: McArthur High School

If the district is out of compliance, please answer the following questions:

How is your school out of compliance with athletics requirements in the Athletics Compliance Verification Form? Select all indicators that apply.

☒ Sports Participation	☐ Equipment and Supplies	☐ Game and Practice Schedules
☐ Travel and Per Diem Allowances	☐ Coaching and Academic Tutoring	☐ Sports Facilities
☐ Medical and Training Facilities/Services	☐ Athletic Program Publicity and Promotion	☐ Support Services

What are the planned actions to address the deficiencies found in athletics?

Intended actions to help promote JV female athletics include reaching out to existing staff members to add JV girls soccer, volleyball, softball, and basketball positions. If no staff is interested, reach out to community to see if any eligible applicants are interested. Our plan to increase female involvement include conducting a school-wide JV girls athletics interest survey, using social media, announcements, posters, and student ambassadors to highlight success stories of current female athletes. We are reaching out to our feeder middle schools to promote the sports. During our Freshman Invasion in August, we always promote the female sports. We are going to celebrate our female sports publicly and schoolwide.

What is the timeline for addressing the deficiencies found in athletics?

Effective Immediately Announcements will begin, leading into beginning 26 27 school year.

We hereby verify that the above corrective action plan will be implemented to bring the institution into compliance within the time frame indicated in the Plan.

Principal Signature _____ **Date** 5/20/2026

Superintendent Signature _____ **Date** 6/17/26

C. Athletics Corrective Action Plan

District: Broward

School Name: Miramar HS

If the district is out of compliance, please answer the following questions:

How is your school out of compliance with athletics requirements in the Athletics Compliance Verification Form? Select all indicators that apply.

☒ Sports Participation	☐ Equipment and Supplies	☐ Game and Practice Schedules
☐ Travel and Per Diem Allowances	☐ Coaching and Academic Tutoring	☐ Sports Facilities
☐ Medical and Training Facilities/Services	☐ Athletic Program Publicity and Promotion	☐ Support Services

What are the planned actions to address the deficiencies found in athletics?

1. During freshman orientation, prior to the start of the school year, we will encourage incoming ninth-grade students to participate in sports, with a particular emphasis on recruiting female athletes.
2. Club Rush Day, is a day used to recruit students for clubs and sports. This event will encourage student participation, with an emphasis on attracting student athletes. Date is to be ditermined.

During the Action plan of 2024 - 2025

We were able to maintain Softball and reintroduce Girls basketball, this past season.

What is the timeline for addressing the deficiencies found in athletics?

1. Use the Public Announcement system to advertise sports, Use social media to promote sports, Actively recruit teachers to coach sports at Miramar High School.

We hereby verify that the above corrective action plan will be implemented to bring the institution into compliance within the time frame indicated in the Plan.

Principal Signature _____ Date 5/24/2024

Superintendent Signature _____ Date 5/17/24

C. Athletics Corrective Action Plan

District:
School Name: Monarch High School
If the district is out of compliance, please answer the following questions:

How is your school out of compliance with athletics requirements in the Athletics Compliance Verification Form? Select all indicators that apply.

☒ Sports Participation	☐ Equipment and Supplies	☐ Game and Practice Schedules
☐ Travel and Per Diem Allowances	☐ Coaching and Academic Tutoring	☐ Sports Facilities
☐ Medical and Training Facilities/Services	☐ Athletic Program Publicity and Promotion	☐ Support Services

What are the planned actions to address the deficiencies found in athletics?

Promote and advertise female athletics through various means:
- Awareness through freshman invasion - Meeting for all incoming freshmen. Opportunity for all athletic teams and clubs to present themselves to all incoming students.
- Student and parent meetings before the start of each season of athletics.
- Phone notifications using parent link - Assistant Principal over athletics sends out parent links to entire school regarding student and parent meeting prior to each athletic season.
- Advertisement through school marquis
- Announcements through school announcements - Coaches from each sport asked to utilize school announcements to promote interest meetings, tryouts and games.

What is the timeline for addressing the deficiencies found in athletics?

26-27 academic year

We hereby verify that the above corrective action plan will be implemented to bring the institution into compliance within the time frame indicated in the Plan.

Principal Signature _____ **Date** 5/19/26

Superintendent Signature _____ **Date** 6/17/26

C. Athletics Corrective Action Plan

District: Broward County

School Name: Northeast High School

If the district is out of compliance, please answer the following questions:

How is your school out of compliance with athletics requirements in the Athletics Compliance Verification Form? Select all indicators that apply.

☒ Sports Participation	☐ Equipment and Supplies	☐ Game and Practice Schedules
☐ Travel and Per Diem Allowances	☐ Coaching and Academic Tutoring	☐ Sports Facilities
☐ Medical and Training Facilities/Services	☐ Athletic Program Publicity and Promotion	☐ Support Services

What are the planned actions to address the deficiencies found in athletics?

- Utilize social media platforms to promote the full range of athletic programs offered at Northeast High School
- Share direct links for athletic sign up and required paperwork
- Highlight team achievements, student athlete testimonials, and upcoming opportunities
- Promote athletics through social media, school flyers, and Freshman Round Up events
- Host an Athletic Clearance Night to assist students and parents
- Conduct in school recruitment efforts, including classroom visits and lunchtime interest tables
- Encourage multi sport participation by showcasing student athlete experiences
- Monitor participation data across all sports to identify trends and gaps
- Conduct student interest surveys to better understand barriers to participation

What is the timeline for addressing the deficiencies found in athletics?

- Begining July 7, 2026 the athletic department will launch an outreach campaign. We will continue quarterly assessing regularly to determine progress toward closing participation gaps.

We hereby verify that the above corrective action plan will be implemented to bring the institution into compliance within the time frame indicated in the Plan.

Principal Signature _____ **Date** 6/1/26

Superintendent Signature _____ **Date** 6/17/26

C. Athletics Corrective Action Plan

District: Broward

School Name:Nova High School

If the district is out of compliance, please answer the following questions:

How is your schcol out of compliance with athletics requirements in the Athletics Compliance Verification Form? Select all indicators that apply.

☒ Sports Participation	☐ Equipment and Supplies	☐ Game and Practice Schedules
☐ Travel and Per Diem Allowances	☐ Coaching and Academic Tutoring	☐ Sports Facilities
☐ Medical and Training Facilities/Services	☐ Athletic Program Publicity and Promotion	☐ Support Services

What are the planned actions to address the deficiencies found in athletics?

1. School Robocalls Generated By Our Administrative Team (1x A Month) Begins in July
2. Packets With Flyers of Available Athletics to New Registrations
3. Promotion At Back To School Orientation (August) and Open House (September)
4. Social Media Campaigns (School Instagrams) and SGA "Rock The Block" Initiative (August)
5. Coaches Will Have Player Interest Meetings Prior To Start of Season/Off Season Workouts
6. Player Testimonies to Students About The Value of Playing a Sport (Fall/Winter/Spring)
7. PA Announcements and School Website Information Provided

What is the timeline for addressing the deficiencies found in athletics?

The timeline for addressing this component will be ongoing throughout the summer of 2026 and continuing int0 the 2026 2027 school year on a daily, weekly, and monthly basis.

We hereby verify that the above corrective action plan will be implemented to bring the institution into compliance within the time frame indicated in the Plan.

Principal Signature _____ **Date** 5/27/26

Superintendent Signature _____ **Date** 6/17/26

C. Athletics Corrective Action Plan

District: Broward County Public Schools

School Name: Plantation High School

If the district is out of compliance, please answer the following questions:

How is your school out of compliance with athletics requirements in the Athletics Compliance Verification Form? Select all indicators that apply.

☒ Sports Participation	☐ Equipment and Supplies	☐ Game and Practice Schedules
☐ Travel and Per Diem Allowances	☐ Coaching and Academic Tutoring	☐ Sports Facilities
☐ Medical and Training Facilities/Services	☐ Athletic Program Publicity and Promotion	☐ Support Services

What are the planned actions to address the deficiencies found in athletics?

The following outlines planned actions to address the deficiencies.
Increase staffing for sub varsity participation.
Enhance recognition of individual/team achievements via announcements and social media platorms.
Create and enhance recruitment efforts via tabling, increase community service opportunities, visibility in the community.
Create incentive based approach to recognize the team/program that increases its number of participants by percentage.
Synchronize sport introduction in collaboration with PE.
Increase posters and flyers, marketing for special events associated with teams/programs
Adjust practice and contest schedules where possible to encourage participation where barriers may exsit

What is the timeline for addressing the deficiencies found in athletics?

The timeline for addressing the deficiencies begins immediately with considerations for the following: Fall sports immediately; winter sports September 2026; spring sports November 2026.

We hereby verify that the above corrective action plan will be implemented to bring the institution into compliance within the time frame indicated in the Plan.

Principal Signature _____ **Date** 6/2/26

Superintendent Signature _____ **Date** 6/17/26

C. Athletics Corrective Action Plan

District: Broward

School Name:South Broward High School

If the district is out of compliance, please answer the following questions:

How is your school out of compliance with athletics requirements in the Athletics Compliance Verification Form? Select all indicators that apply.

☒ Sports Participation	☐ Equipment and Supplies	☐ Game and Practice Schedules
☐ Travel and Per Diem Allowances	☐ Coaching and Academic Tutoring	☐ Sports Facilities
☐ Medical and Training Facilities/Services	☐ Athletic Program Publicity and Promotion	☐ Support Services

What are the planned actions to address the deficiencies found in athletics?

1. Increase awareness and support for female athletics through school announcements, social media, informational meetings, and campus flyers
2. Encourage and recruit female student athletes during orientations, open houses, and other school sponsored events
3. Provide additional opportunities by offering JV girls basketball and JV girls soccer programs
4. Grow participation numbers across both varsity and junior varsity female sports teams
5. Speak with PE classes and actively motivate more female students to join fall, winter, and springs athletic programs

What is the timeline for addressing the deficiencies found in athletics?

August 2026 June 2027

We hereby verify that the above corrective action plan will be implemented to bring the institution into compliance within the time frame indicated in the Plan.

Principal Signature _____ **Date** 05/26/2026

Superintendent Signature _____ **Date** 6/17/26

C. Athletics Corrective Action Plan

District: Broward

School Name: South Plantation

If the district is out of compliance, please answer the following questions:

How is your school out of compliance with athletics requirements in the Athletics Compliance Verification Form? Select all indicators that apply.

☒ Sports Participation	☐ Equipment and Supplies	☐ Game and Practice Schedules
☐ Travel and Per Diem Allowances	☐ Coaching and Academic Tutoring	☐ Sports Facilities
☐ Medical and Training Facilities/Services	☐ Athletic Program Publicity and Promotion	☐ Support Services

What are the planned actions to address the deficiencies found in athletics?

South Plantation will advertise female sports and try-outs via The Paladin, Open House, Club and Activities Rush, Social Media pages, PTSO, SAC meetings and Parent Link.

What is the timeline for addressing the deficiencies found in athletics?

Summer, back to school activites and all year long

We hereby verify that the above corrective action plan will be implemented to bring the institution into compliance within the time frame indicated in the Plan.

Principal Signature _____ **Date** 5-28-26

Superintendent Signature _____ **Date** 6/17/26

C. Athletics Corrective Action Plan

District: Broward County Public Schools

School Name: Stranahan High School

If the district is out of compliance, please answer the following questions:

How is your school out of compliance with athletics requirements in the Athletics Compliance Verification Form? Select all indicators that apply.

☒ Sports Participation	☐ Equipment and Supplies	☐ Game and Practice Schedules
☐ Travel and Per Diem Allowances	☐ Coaching and Academic Tutoring	☐ Sports Facilities
☐ Medical and Training Facilities/Services	☐ Athletic Program Publicity and Promotion	☐ Support Services

What are the planned actions to address the deficiencies found in athletics?

To promote gender equity and increase awareness, participation, and support for girls' athletics, I will implement the following strategies:

Increase Promotion and Visibility of Girls' Sports
Actively promote girls' athletic programs throughout the school and surrounding community using school communication platforms, parent links, social media campaigns, club meetings, morning announcements, and pep rallies.

Ensure girls' athletic accomplishments, schedules, and achievements are consistently highlighted to increase engagement and attendance.
Improve Accessibility and Attendance at Girls' Sporting Events
Collaborate with athletic staff to schedule more girls' games and events at times that maximize attendance by parents, faculty, staff, students, and community members.
Increase school spirit and participation through targeted event promotion and campus involvement initiatives.

Strengthen Female Athlete Mentorship and Advocacy
Reintroduce former alumni and successful female athletes to serve as guest speakers, mentors, and role models.
Organize opportunities for students to learn about the importance of girls' sports, leadership, perseverance, scholarship opportunities, and lifelong benefits of athletic participation.

Increase Student Engagement and Awareness
Partner with student organizations and clubs to encourage participation, advocacy, and support for girls' athletic programs.

Create school-wide initiatives that celebrate female athletic achievement and encourage equitable representation.
Monitor Progress and Impact
Review participation data, attendance at girls' sporting events, and student/community feedback to evaluate the effectiveness of implemented strategies and make adjustments as needed.

What is the timeline for addressing the deficiencies found in athletics?

June 2026 - May 2027

We hereby verify that the above corrective action plan will be implemented to bring the institution into compliance within the time frame indicated in the Plan.

Principal Signature _____ **Date** 5-29-26

Superintendent Signature _____ **Date** 6/17/26

C. Athletics Corrective Action Plan

District: BROWARD

School Name: WEST BROWARD HIGH SCHOOL

If the district is out of compliance, please answer the following questions:

How is your school out of compliance with athletics requirements in the Athletics Compliance Verification Form? Select all indicators that apply.

☒ Sports Participation	☐ Equipment and Supplies	☐ Game and Practice Schedules
☐ Travel and Per Diem Allowances	☐ Coaching and Academic Tutoring	☐ Sports Facilities
☐ Medical and Training Facilities/Services	☐ Athletic Program Publicity and Promotion	☐ Support Services

What are the planned actions to address the deficiencies found in athletics?

Our plan is to actively promote our female athletic programs through a variety of platforms and outreach opportunities. Beginning at the end of the current school year and continuing into the summer, we will utilize the Bobcat Newsletter to highlight all sports offered at West Broward. Freshman orientation will serve as an additional key opportunity to showcase our athletic programs. Our Athletic Association, made up of student-athletes and members of the student body, will support these efforts by delivering weekly announcements through the school's PA system and TV broadcasts as each sports season approaches. They will also provide brief in-class announcements during study hall periods to increase awareness. In addition, we will continue leveraging parent communication tools, develop an athletics website, and expand our presence across all social media platforms to ensure consistent and widespread promotion.

What is the timeline for addressing the deficiencies found in athletics?

We aim to resolve the issue by September 2026 in preparation for 2026-2027 school year.

We hereby verify that the above corrective action plan will be implemented to bring the institution into compliance within the time frame indicated in the Plan.

Principal Signature _____ **Date** 5/21/2026

Superintendent Signature _____ **Date** 6/17/26

C. Athletics Corrective Action Plan

District: Broward

School Name:Western High School

If the district is out of compliance, please answer the following questions:

How is your school out of compliance with athletics requirements in the Athletics Compliance Verification Form? Select all indicators that apply.

☒ Sports Participation	☐ Equipment and Supplies	☐ Game and Practice Schedules
☐ Travel and Per Diem Allowances	☐ Coaching and Academic Tutoring	☐ Sports Facilities
☐ Medical and Training Facilities/Services	☐ Athletic Program Publicity and Promotion	☐ Support Services

What are the planned actions to address the deficiencies found in athletics?

We continue to advertise through our morning announcements, parent links, the principal weekly news letter and throughout all our social media platforms to encourage both males as well as female participation.

We will ensure that our coaches of male and female teams are visible during open house, freshman invasion and where there are other opportunities to search for students who are interest participating in sports.

What is the timeline for addressing the deficiencies found in athletics?

The timeline for addressing these deficiencies found athletics will begin immediately.

We hereby verify that the above corrective action plan will be implemented to bring the institution into compliance within the time frame indicated in the Plan.

Principal Signature _____ **Date** 5.27.26

Superintendent Signature _____ **Date** 6/17/21

PART IV: ATHLETICS COMPLIANCE VERIFICATION

D. ATHLETICS CORRECTIVE ACTION PLAN UPDATE(S)

D. Athletics Corrective Action Plan Update(s)

An Athletics Corrective Action Plan (CAP) update is required if a school was previously out of compliance and is currently in compliance based on a previously submitted CAP. If a school with a previous CAP has a current CAP with the same non-compliance indicator (e.g., sport participation), an update is not needed.

Please provide a progress update for each previous CAP that is now in compliance:
The Junior Varsity programs at the school now meet the needs of all athletes and are within the given range of compliance.

PART V:

SINGLE – SEX CLASSES

PART V: SINGLE-SEX CLASSES

Single-Sex Evaluation Verification Form

Complete if district has single-sex classes, extracurricular activities and/or schools.

District: Broward

1. I hereby verify that the district has informed parents/students that participation in co-education options is available and the participation in single-sex classes, extracurricular activities and/or schools is completely voluntary. (Title IX, 34 C.F.R. § 106.34(b),(c))

2. I hereby verify that the required evaluations of the single-sex classes and extracurricular activities were completed, as required by Title IX, 34 C.F.R. § 106.34(b)(4).

Superintendent Signature

6/17/26
Date

Single-Sex Classes

1. Does the district operate single-sex classes in English/Language Arts, Mathematics, Science or another subject? ☐ Yes ■ No

If you have selected 'yes,' please complete the 2025-26 Single-Sex Classes Excel spreadsheet.

Download the Single-Sex Classes Excel spreadsheet (2025-26) and enter the number of classes (not courses) for which single-sex classes were offered at co-educational schools in the district. This must be completed for each co-ed school. Report classes that cover the content of the courses outlined below regardless of the course name.

- **Mathematics** includes general mathematics courses as well as college preparatory mathematics courses such as Algebra I, Geometry, and Algebra II.
- **English/Reading/Language Arts** includes general English/reading/language arts courses as well as college preparatory English/reading/language arts courses.
- **Science** includes general science courses as well as college-preparatory science courses such as Biology, Chemistry and Physics.
- **"Other academic subjects"** includes history, social studies, foreign languages and computer science.

2025-26 Single-Sex Classes			
School Name:	Number of Classes for Males Only	Number of Classes for Females Only	Total Single-Sex Classes
Mathematics			
English/Reading/Language Arts			
Science			
Other academic subjects			

After filling out the information on the spreadsheet, upload the 2025-26 Single-Sex Classes Excel spreadsheet to the district's ShareFile.

PART VI:

PREGNANT AND PARENTING STUDENTS

PART VI: PREGNANT AND PARENTING STUDENTS

To ensure that pregnant and parenting students are treated in compliance with the requirements of Title IX, 34 C.F.R. §§ 106.21(c) and 106.40, and Section 1003.54, F.S., districts are asked to respond to the following questions regarding programs for pregnant and parenting students:

(1) How does the district make provisions for pregnant and parenting students to complete the coursework necessary to earn a high school diploma? How are ancillary services (such as childcare, health care, parent education and transportation) provided?

1. Seagull Alternative High School offers pregnant and parenting teens an array of services including to but not limited to:
Transportation (door-to door) round-trip
Licensed childcare facility (6 weeks to 5 years old)
On-site clinic with registered nurse
Free breakfast (all students/toddlers) and free/reduced lunch for students and toddlers
Full-time Family Counselor (case management/referral services)
Full-time Social Worker (resources and home visits)
University of Florida Extension Services (nutrition, healthy lifestyle workshops)
Mentoring programs (My Safety Starts with Me, Hosanna 4 Youth, Women of Tomorrow)
Bus passes, Clothing, Formula, Diapers, Holiday toys/gifts provided by My Safe Harbor (school partner)
Parenting courses
Job Coach (District assigned)

(2) Does the district offer a separate program for pregnant and parenting students? ☒ Yes ☐ No

(3) How are students informed of curricula, services or other options available through the separate program, if provided, and in their home schools? Upload documentation used to inform pregnant and parenting students of their educational options (e.g., brochures, flyers, website).

Upon enrollment at Seagull, every student meets with a certified school counselor that reviews transcripts and graduation requirements/goals. During the consultation, diploma options and course offerings are discussed. Students and parents are advised that Seagull is a competency-based, work at your own pace program whereby credits or courses may be earned or completed prior to the close of the marking period or quarter unlike traditional schools. Students are also advised about the childcare services and requirements to enroll their baby/toddler in the program. Additionally, student orientations are held quarterly where essential staff (i.e., administration, guidance, support services, etc.) present an overview of services performed by that department.

(4) How are school counselors and administrators trained to effectively advise pregnant or parenting students of their options to participate in regular classroom activities or enroll in a special program?

School counselors and administrators follow state and district directives/memorandums regarding changes and procedures for all programs including pregnant and teen parent programs. Additionally, information is shared during monthly department chair/leadership team meetings with administration, Literacy, STEM, Literacy Coach, SAC chair, Guidance/ESE, social services, and childcare departments to review, update, train on policies/procedures relevant to the disciplines.

******Services such as childcare, healthcare, parent education and transportation are provided to Pregnant & Parenting Students in specific centers (Henry D. Perry Education Center, Seagull Alternative High School and Charles Family Resource Center).***

Student Success

Seagull Alternative High

Our mission is to meet the unique, educational, Social, and emotional needs of our diverse student population in a secure and nurturing environment.

Seagull offers the following programs:

- **Online Academic Options through Edgenuity**
  - ✓ 24-hour access to coursework.
- **Credit Recovery Program**
  Students can recover credits toward earning a standard high school diploma.
  - ✓ ***We are now accepting 7th and 8th grade students*** *who have been or may be retained.*
- **Teen Parent Program**
  Offered as an option for pregant and parenting teens, males and females.
  - ✓ *Childcare provided at no cost.*
  - ✓ *We are now accepting 7th and 8th grade students who are expecting and/or currently teen parents*
- **Adults with Disabilities, proudly refered to as *"Adults with Abilities"***
  Enables adult students to acquire and develop skills to gain self-sufficiency and increase their level of independence.
- **Employee Childcare Program**
  Fully licensed by the State of Florida, childcare services are available to Broward County Public Schools employees.

Entry Guidelines

Students in 7th-12th grade that are over age for grade level and not succeeding in the traditional setting or deficient in credits or GPA and/or may have gaps in their educational history are candidates for admission into Seagull Alternative High School. Seagull also enrolls pregnant and parenting teens, males and females.

Seagull accepts ESE students pursuing a standard high school diploma (non-Access points) and needing academic support due to insufficient credits and/or low GPA. Our low ESE staff-to-student ratio increases opportunities for student assistance.

Students are referred by school counselors and will be reviewed for eligibility to enroll. Students with exceptionalities or an IEP will require a staffing.*

Seagull students are provided with a variety of options that can lead to graduation and are supported by services for the student and their immediate family that are essential to success.

A staffing between sending school and Seagull is required prior to withdrawing an ESE student from their home school.

For more information regarding the referral and registration process, please contact Ms. Marci Bennett, Guidance Director, at 754-321-7300. To discuss ESE staffing and placement, please contact Ms. Renee Hudson, ESE Specialist, at 754-321-7300.

For more information regarding Childcare, please contact Dr. Audrey Robillard, Childcare Director, at 754-321-7300.

For more information regarding the Adults with Abilities Program, please contact Mr. Anthony Schmieder, Lead Program Teacher, at 754-321-7300.



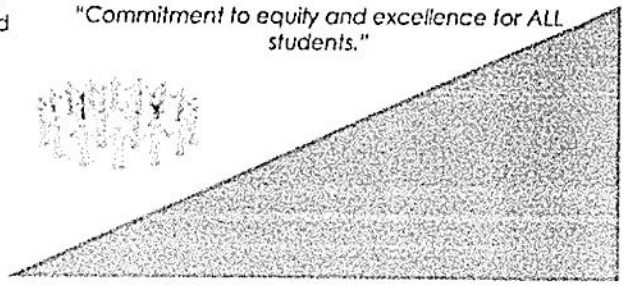
Academic Offerings

Students attending Seagull Alternative High School are provided academic courses, which align to those of a traditional middle or high school. In some instances, if a course is not offered at Seagull, the student will be required to complete the course via Florida Virtual or Community Schools North/South. Our guidance counselor meets one-on-one with students and parents to ensure that each student is scheduled into the courses necessary in order to meet promotion and graduation requirements.

Our Outreach

- The site-based School Social Worker and Family Counselor provide intervention and prevention services.
  - Mental health counseling
  - Drug and alcohol prevention
  - Referral and case management services
- Wraparound community partnerships
  - OB-GYN/Pediatric services
  - Family planning
  - Tutoring
- On-site school nurse
- Site-based Job Coach and BRACE Advisor

"Commitment to equity and excellence for ALL students."



Get Involved...

Your input and support is important to us. If you are interested in being a part of our School Advisory Council (SAC), please contact the school at 754-321-7300. We welcome and encourage your involvement.

SAC meetings are held every last Wednesday of the month at 9:30 a.m.

Are you interested in mentoring or volunteering? We are always looking for individuals who are willing to commit to mentoring or volunteering on our campus. If you would like additional information, please contact Ms. Renee Johnson at 754-321-7300.



We're Searching for Volunteers

The School Board of Broward County, Florida

Sarah Leonardi Chair
Dr. Jeff Holness , Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or email eeo@browardschools.com.
Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or email eeo@browardschools.com.

BROWARD County Public Schools

Educating Today's Students to Succeed in Tomorrow's World



Charisse Merchant-James, Principal

425 SW 28th Street
Fort Lauderdale, Florida 33315
754-321-7300

http://browardschools.com/seagull

Follow us on X (formerly known as Twitter
@SeagullALTHS



"A Small School with a Big Heart!"

PART VI: PREGNANT AND PARENTING STUDENTS

To ensure that pregnant and parenting students are treated in compliance with the requirements of Title IX, 34 C.F.R. §§ 106.21(c) and 106.40, and Section 1003.54, F.S., districts are asked to respond to the following questions regarding programs for pregnant and parenting students:

(1) How does the district make provisions for pregnant and parenting students to complete the coursework necessary to earn a high school diploma? How are ancillary services (such as childcare, health care, parent education and transportation) provided?

Charles Drew Family Resource Center follows the Florida Department of Education's graduation plan. In our efforts to adhere to this plan, we offer multiple diploma options as well as flexible scheduling for our students. Using a competency-based approach, our students can earn credits at their own pace, often leading to course recovery and on-time graduation. Schedule changes are done as students complete courses allowing them to immediately move on to the next course needed in their graduation plan.
Full-time childcare is offered at no cost to our students/parents. Wraparound services for our parents/students and their children include events such as Mommy and Me/Daddy and Me parenting classes. We have a School Social Worker available to support our students. Broward County Schools' transportation is available to our parents/students and their children. A car seat is provided for each child to ensure their safety as they are transported each day. Furthermore, teen parent students have an opportunity to join mentoring programs such as: Women of Tomorrow.

(2) Does the district offer a separate program for pregnant and parenting students? ☒ Yes ☐ No

(3) How are students informed of curricula, services or other options available through the separate program, if provided, and in their home schools? Upload documentation used to inform pregnant and parenting students of their educational options (e.g., brochures, flyers, website).

There is no specific curriculum separating pregnant and parenting students from traditional students without children. They must meet the same graduation requirements based on their diploma option.

However, the methods in which we reach these curricula needs differ from traditional schools in that credits are earned through a competency-based system of approach. Through this method, we can meet each students' individual needs.

Please see the district website that describes our teen parent program and our available services. Additional information can also be found on our website at www.browardschools.com/davethomas.

(4) How are school counselors and administrators trained to effectively advise pregnant or parenting students of their options to participate in regular classroom activities or enroll in a special program?

Administrators, school counselors, social workers, and family counselors all attend district training related to credit evaluation, testing, and graduation requirements. In addition, the staff is trained in the Response to Intervention (RtI) process to assist our parents/students should they be experiencing needs beyond what is traditionally addressed at a Tier 1 level for all students. School counselors and school social workers attend monthly district teen parent seminars and guidance trainings. Morning Announcements and Parent Link calls are made to inform students of activities and events.

******Services such as childcare, healthcare, parent education and transportation are provided to Pregnant & Parenting Students in specific centers (Henry D. Perry Education Center, Seagull Alternative High School and Charles Family Resource Center).***

Adult General Education (AGE) Courses

ABE Classes

Adult Basic Education Classes

Monday - Friday 8:00am - 1:30pm

Registration: Monday & Wednesday 8-9am
TABE Testing: Monday & Wednesday 9am - 12pm

ESOL Classes

English for Speakers of Other Languages Classes

Monday - Friday 8:00am - 1:30pm

Registration: Tuesday & Thursday 8-9am
CASAS Testing: Tuesday & Thursday 9am - 12pm

GED Classes

General Education Development Preparation Classes

Monday - Friday 8:00am - 1:30pm

Registration: Monday & Wednesday 8-9am
TABE Testing: Monday & Wednesday 9am - 12pm

For a small investment of $30* per term you will prepare to enter the workforce or enhance your current job skills.

For upcoming term dates, visit us online at dave.thomas.browardschools.com

Open enrollment, register now!

*State mandated block tuition fee: $30 per term.
Cash or money order only.

AGE General Registration Information

- Registration is continuous throughout the year for ABE, GED and ESOL classes.
- $15 Testing Fee required before testing for ABE, GED and ESOL classes.
- $20 annual Student Activity Fee is charged one time per person, per campus, per school year. This fee is used to offset the costs of providing school security and campus-related activities.
- Tuition Fee based on proof of Florida Residency: $30 per term.

Acceptable Proof of Residency Affidavit Documents

Two (2) forms of documentation are required. (Documents must be dated at least 12 months prior to date of registration.)

At least one (1) of the forms must include the following:

- Florida Driver's License
- Florida Voter's Registration Card
- State of Florida Identification Card
- Florida Vehicle Registration
- Proof of permanent home in Florida which is occupied as a primary residence by the student or by the student's parent, if the student is a dependent child
- Proof of a Homestead Exemption in Florida
- Transcripts from a Florida High School for multiple years, or a GED earned within the last 12 months
- Proof of a Permanent full-time employment in Florida for at least 30 hours per week for a 12-month period

One (1) of the forms of documentation used in conjunction with one document listed above may include the following:

- A declaration of domicile in Florida
- A Florida professional or occupational license
- A Florida incorporation
- A document evidencing family ties in Florida
- Proof of membership in a Florida-based charitable or professional organization
- Any other documentation that supports the student's request for resident status, including, but not limited to, utility bills and proof of 12 consecutive months of payments; or an official state, federal, or court document evidencing legal ties to Florida



Teen Parent Program General Registration Information

- Bring a copy of your withdrawl form from your previous school.
- Immunization requirements have been met for grades 7-12.
- Proof of change of address.

Pregnant Students:
Must complete a Physician's Statement of Pregnancy Verification prior to enrollment.

Parenting Students:
Must produce the following information:

- Baby's birth certificate or footprints from the hospital
- Baby's social security number (if available)
- Shot record (up to date) recorded on blue HRS form #680
- Physical exam form recorded on yellow form #3040

Students under the age of 18 must have your parent or legal guardian's signature on registration forms.

Out of County Students:

- Bring the correct address and phone number of your previous school.
- Official, sealed transcript records detailing proof of grades, credits earned, testing, etc. will expedite the registration process.

Out of State Students:

- Your immunization record must be transferred to a blue HRS #680 form, and must have had a physical examination (yellow #3040 form) within the last 12 months if this is the first time in the Florida school system.
- Student's birth certificate is required.

Myriad of Programs on Campus

The Charles Drew Family Resource Center provides educational opportunities for Early Head Start and Head Start children, teen parent and 7th - 12th grade teen students, and adults.

EHS/HS STUDENTS

Monday - Friday 7:30 a.m. until 3:00 p.m.

Early Head Start accepts pregnant women and children birth to 3-years-old. Head Start children must be 3-or 4-years old on or before September 1, 2018. Both programs offer a full-day educational program. Family income must be at or below the US Department of Health & Human Services Poverty Guidelines to qualify for the program. Applications must be completed by parent/guardian ONLY.

Teen Program

Monday - Friday 9:30 a.m. until 4:15 p.m.

Every student in the Teen program is offered an educational alternative for high school completion. The program features a sequential, competency-based curriculum, which allows the student to work at his/her own rate. Teacher directed instruction is also an integral part of the curriculum, as well as daily attendance and participation. Additionally, teens that are parenting participate in an on-site child development group and are provided with tips and strategies on parenting. The non-traditional environment increases the individualization of instruction. In addition, students are exposed to many cultural events and social topics through field trips and guest speakers. They are also encouraged to join one or more school clubs that include Human Relations Council, Teen Speak Out, and Chorus.

Our on-site child development program includes childcare and active participation by the teen parents. They are also encouraged to participate in the many mentoring and social programs we offer which include Amanda's Place and Women of Tomorrow. A Healthy Start nurse and a registered nurse are available in our Health Center and all children have use of a car seat while enrolled.

Adult Program

Monday - Friday 8:00 a.m. until 1:30 p.m.

Whether you're looking for improvements in your reading, writing, language and math skills or preparing for your GED® test, we're here to make sure you have the appropriate guidance to lead you through. You can continue basic education, make up courses that were missed previously, or work on literacy courses. Contact us to learn more about any of our courses or register with us today.

Dave Thomas Education Center

Charles Drew Family Resource Center

2600 NW 9th Court
Pompano Beach, FL 33069
754-321-6700
davethomas.browardschools.com

The School Board of Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair
Lori Alhadeff
McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman
Dr. Howard Hepburn, Superintendent of Schools

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call Equal Educational Opportunities / ADA Compliance Department at (754) 321-2150 or Teletype Machine TTY (754) 321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008 (ADAAA) may call the Equal Educational Opportunities (EEO) at (754) 321-2150 or Teletype Machine, TTY at (754) 321-2158.

The School Board of Broward County, Florida expressly prohibits bullying including cyberbullying, by or towards any student or employee. See Policy 5.9: Anti-Bullying for additional information.

The Dave Thomas name, image, character and persons are the trademarks and proprietary property of Oldemark LLC and are used with the express permission of Oldemark LLC.



Dave Thomas Education Center

Charles Drew Family Resource Center

2600 NW 9th Court
Pompano Beach, FL 33069
754-321-6700
davethomas.browardschools.com

The School Board of Broward County, Florida
2018 - 2019

PART VI: PREGNANT AND PARENTING STUDENTS

To ensure that pregnant and parenting students are treated in compliance with the requirements of Title IX, 34 C.F.R. §§ 106.21(c) and 106.40, and Section 1003.54, F.S., districts are asked to respond to the following questions regarding programs for pregnant and parenting students:

(1) How does the district make provisions for pregnant and parenting students to complete the coursework necessary to earn a high school diploma? How are ancillary services (such as childcare, health care, parent education and transportation) provided?

Henry D. Perry Education Center follows the Florida Department of Education's graduation plan. In our efforts to adhere to this plan, we offer multiple diploma options as well as flexible scheduling for our students. Because we are a credit recovery school and fall under Policy 1003.53 which governs alternative and dropout prevention programs, our students are able to earn credits in a competency-based system, often leading to students recovering deficient credits and still meeting their cohort graduation timeline. Schedule changes are done as students complete courses allowing them to immediately move on to the next course needed in their graduation plan.
Full time childcare is offered at no cost to our students/parents. Wraparound services for our parents/students and their children include such events as the Finding Balance and Milk & Cookies Literacy Initiative. The Finding Balance Seminar consisted of Broward Healthy Start Connect Program. Also teen parent students participate in the Literacy Initiative, Milk & Cookies and Mommy & Me in which they are educated on the importance of reading to their babies. In addition, we work with Memorial and their partnering agencies to provide medical assistance and healthcare to our parents/students, often assisting with insurance needs when there is no medical insurance currently on record. We have 2 full time School Social Workers and 2 Family Counselors available for our students on all campuses. Broward County Schools' transportation is available to our parents/students and their children. A car seat is provided for each child to ensure the their safety as they are transported each day. Furthermore, teen parent students have an opportunity to join mentoring programs such as: Women of Tomorrow, Mentoring Tomorrow's Leaders (MTL), and Boys II Men Mentoring group.

(2) Does the district offer a separate program for pregnant and parenting students? ☒ Yes ☐ No

(3) How are students informed of curricula, services or other options available through the separate program, if provided, and in their home schools? Upload documentation used to inform pregnant and parenting students of their educational options (e.g., brochures, flyers, website).

There is not a specific curricula established that separates parents/students from traditional students without children. They must meet the same graduation requirements based on their diploma option. However, the methods in which we reach these curricula needs differs from traditional schools in that credits are earned through a competency-based system. Through this method, we are able to meet each parent/student's individual curricula needs when it comes to scheduling and wraparound services.

Please see the attached brochure that describes our teen parent program and our available services. Additional information can also be found on our https://perryeducation.browardschools.com/.

(4) How are school counselors and administrators trained to effectively advise pregnant or parenting students of their options to participate in regular classroom activities or enroll in a special program?

Administrators, school counselors, social workers, and family counselors all attend district training related to credit evaluation, testing, and graduation requirements. In addition, staff is trained in the Response to Intervention (RtI) process in order to assist our parents/students should they be experiencing needs beyond what is traditionally address at a Tier 1 level for all students. Schools counselors, School Social Workers, and Family Counselors attend monthly district teen parents seminars and guidance trainings. Canvas announcements, Monthly School Newsletter, and Parent Link calls are made to inform students of activities and events. Quarterly club days are scheduled to allow students to learn about our clubs and provide opportunities for them to join.



Teen Parent Program

The philosophy of the Teen Parent Program is to provide academic and socio-emotional support to ensure success among our students.

We offer academic alternatives, child care, counseling, linkages to community resources, all in an effort to ensure a secure future for the student and child. Teen parents must remain onsite and attend courses while utilizing the daycare.

- Three fully accredited diploma options
- Competency-Based Instruction
- Literacy Initiative
- Full-time On Site School Nurse
- Full-time On Site Social Workers
- Door-to-door transportation is provided for all teen parents
- A car seat is provided to each teen parent/child

Pregnant Students :

- Must complete a Physician's Statement of Pregnancy
- Verification prior to enrollment

Parenting Students :

- Baby's birth certificate or footprints from the hospital
- Baby's social security number (if available)
- Shot record (up-to-date) recorded on blue HRS for #680
- Physical exam form recorded on yellow form #3040

Childcare

Child development program offering childcare services to the children of Broward County Public School's Staff

- Babies must be at least 6 weeks old to enter our Child Development Center
- Copy of Birth Certificate or official document of birth
- Baby/child's Immunization Record, Form 680
- Baby/child's Physical Exam Form 3040

Tours to view facility are available per request

Pre-K

- Ages 3-5
- Age and Developmental Appropriate Curriculum
- Literacy Initiative
- Lunches provided
- 2 snacks provided by parents
- Playground Facilities

See website for current pricing



Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	A. Academics
DEPARTMENT:	Equity & Diversity

Agenda Item Number:	A-1.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Agreement with Mental Health America of Southeast Florida, Inc.

REQUESTED ACTION:

Approve Agreement between The School Board of Broward County, Florida (SBBC) and Mental Heath America of Southeast Florida, Inc. (MHASEF). District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Agreement

FINANCIAL IMPACT:

There is no financial impact on SBBC.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 5: Wellness Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Angela R. Fulton	Phone:	754-321-2100
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Angela R. Fulton, Deputy Superintendent

Signature

Dr. Angela R. Fulton, Deputy Superintendent Jul 14, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Agreement with Mental Health America of Southeast Florida, Inc.

Board Meeting Date: July 28, 2026

Requested Action: Approve Agreement between The School Board of Broward County, Florida (SBBC), and Mental Health America of Southeast Florida, Inc. (MHASEF)

General Information	
The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.	
District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not applicable.
Statutory Requirement	• Not applicable.
If the School Board votes "Yes"	• SBBC will enter into a multi-year Agreement allowing MHASEF to provide students with access to the Listen to Children mentoring program, providing individualized weekly support to improve self-esteem, communication, and emotional regulation. • Schools will receive structured support through trained volunteer "Listeners" under professional supervision.
If the School Board votes "No"	• SBBC would not enter into a multi-year Agreement with MHASEF, resulting in students not having access to this structured mentoring support model. Additionally, schools will lose an opportunity to expand tiered student support services at no cost.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 5: Wellness Support
Measurable Outcome(s)/Return on Investment	• This Agreement enables the District to provide targeted, school-based mentoring services that support students' social-emotional development at no cost. Mental Health America of Southeast Florida, Inc. implements the Listen to Children program through trained, background-screened volunteers who deliver weekly, supervised sessions in compliance with student safety, confidentiality, and data protection requirements. Student progress is monitored through pre- and post-program surveys measuring key outcomes such as self-esteem, communication, and emotional regulation. The return on investment is realized through the expansion of student support services without financial impact, the use of data to measure outcomes, and a structured program model that strengthens student engagement and school connectedness.

Background/History

Mental Health America of Southeast Florida, Inc. is a Florida not-for-profit organization that partners with schools to provide the Listen to Children (LTC) program, a structured, school-based mentoring initiative designed to support students' social-emotional development.

The LTC program pairs trained, background-screened volunteers ("Listeners") with students who may benefit from additional support due to challenges such as peer relationships, low self-esteem, or life transitions.

Through weekly, school-based sessions, Listeners engage students in guided conversation and age-appropriate activities to build trust, improve communication, and strengthen emotional regulation.

Listeners receive formal training and ongoing supervision from mental health professionals, and the program operates in coordination with school counselors and staff to ensure appropriate student selection, parent consent, and alignment with school-based support systems.

Agreement Terms and Financial Impact
The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	July 28, 2026-June 30, 2028
Multi-Year Agreement:	Yes
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Statutory/Programmatic Service Agreement

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:
1. There is no financial impact to the District.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
N/A	N/A	N/A

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations	
This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.	
Impact on Schools	Provides eligible students with access to school-based mentoring services that support emotional regulation and development, communication, and student engagement.
School Selection /Prioritization	Participation is voluntary and open to eligible District students based on referrals from School Counselors and/or parent request. Parent permission is required for participation, and no student records are shared without signed consent from a legal parent/guardian.
Community/ Stakeholder Engagement	Partnership with MHASEF leverages community volunteers and resources to support students and families.
End-User Input	Parents/guardians provide written consent through the Listen to Children Program Consent Form (Exhibit B). Teachers of students who participate in the program will complete a Pre/Post Survey (Exhibit C). Students who are mentees will complete a Pre/Post Survey (Exhibit D).
Technology/Capital Expected Lifecycle/Replacement Cycle	Not applicable.

Additional Backup:
List of Exhibits:

- Agreement

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida, 33301

and

MENTAL HEALTH AMERICA OF SOUTHEAST FLORIDA, INC.
(hereinafter referred to as "CONTRACTOR"),
A Florida not-for-profit corporation,
whose principal address is
7145 West Oakland Park Boulevard, Lauderhill, FL 33313

Each a "party" and together, the "parties"

WHEREAS, CONTRACTOR provides a mentoring program for students titled Listen to Children ("LTC"), which pairs trained volunteers with participating children whose parent(s)/guardian(s) have consented to their participation in LTC ("Participants"); and

WHEREAS, LTC provides Participants with the benefit of experiencing a supportive relationship with a caring adult ("Listener"; and

WHEREAS, common reasons for referrals to LTC include, but are not limited to, difficulty with peer relationships, low self-esteem, and trouble adapting to life changes (recent move to a new school, divorce/remarriage of parents, illness/death of a family member); and

WHEREAS, the primary goal of LTC is to improve the self-esteem, social interactions, communication, and emotional regulation of Participants, via individualized weekly sessions with a Listener through conversation, active listening, and approved age-appropriate activities.

WHEREAS, the services under this Agreement are provided at no cost to SBBC and do not require the expenditure of SBBC funds; and

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

ARTICLE 1 – RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on **June 30, 2028**, unless terminated earlier pursuant to Section 3.5 (Termination) this Agreement, and, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, may be extended two (2) additional one-year periods. There shall be no automatic extensions or renewals of this Agreement.

2.2 **CONTRACTOR's Program Model**. For the duration of this Agreement CONTRACTOR shall provide the following services:

2.2.1 Training. Trained Listeners who have successfully completed CONTRACTOR's program orientation and twelve (12) mandatory hours of LTC training.

2.2.1.1 As part of this training, Listeners also complete six (6) hours of Active Listening Training, performed by Idelle Newburge, LMHC; and Pillars of Perl for Mentors Training from Mentoring Central.

2.2.2 Assignment and Scheduling.

2.2.2.1 After CONTRACTOR receives the appropriate consent from a Participant's parent(s)/guardian(s) and the Listener's approved volunteer application, CONTRACTOR's LTC director/coordinator assigns a Listener to a school based on geographic location and as well as the Listener's preferred school(s). The Listener is then paired with a Participant.

2.2.2.2 Listeners coordinate the day and time at which they are available to listen to Participants.

2.2.2.3 Listening is a weekly commitment, and Listeners meet with the same Participants each week.

2.2.2.4 Listeners may interact with Participants during their lunch hour but in a discreet setting and as scheduled by the Participant's Guidance Counselor.

2.2.2.5 Each Listener provides their service for up to four (4) individual Participants in thirty (30) minute sessions at the Participants' school location.

2.2.2.6 At no time will any Listener interact or engage with a Participant outside of the approved school setting. This includes any method of digital or electronic communication.

2.2.3 Supervision**.**

2.2.3.1 All Listeners must adhere to CONTRACTOR's "Listen to Children Program – Volunteer Policies" attached hereto and incorporated herein as **Exhibit A**.

2.2.3.2 Listeners are guided by CONTRACTOR's mental health professionals, mentors (veteran Listeners), and Guidance Counselors from the Participants' school.

2.2.3.3 Listeners are not licensed mental health professionals or Guidance Counselors and shall not provide any mental health services or guidance counseling to Participants at any time.

2.2.3.4 Listeners must attend mandatory "advisory group" meetings with licensed mental health professionals who donate their services to support the LTC. CONTRACTOR's staff are available to support Listeners and to provide ongoing in-service training for skill development.

2.3 **SBBC Responsibilities**. For the duration of this Agreement SBBC shall do the following:

2.3.1 Student Selection. In school settings, SBBC Guidance Counselors and teachers will determine whether a student(s) may benefit from involvement in LTC. A parent/guardian who is familiar with LTC may also request that their child(ren) participate.

2.3.2 Consent. Prior to any Participant's involvement in LTC, which includes a student meeting, speaking, or otherwise engaging a Listener, appropriate SBBC staff shall obtain prior consent from student's parent/guardian, by **Exhibit B** attached hereto and incorporated herein.

2.4 **Performance Outcome Measures**. LTC performance outcome measures are collected by pre

and post program surveys given to both the teacher and Participant. Data will be used to compare Participant performance at the beginning of the program and the end of the program. Demographic data is also used to gather the consent forms to ensure that services are provided to children in a non-discriminatory manner, via **Exhibits C** (Teacher Pre/Post Survey) and **D** (Youth Pre/Post Survey), attached hereto and incorporated herein.

2.5 **Cost**. All services provided under this Agreement, including enhancements, deliverables, and support, shall be provided to SBBC at no cost. CONTRACTOR shall not invoice SBBC and SBBC shall have no obligation to pay or reimburse CONTRACTOR for any fees, expenses, or costs, including any third-party, pass-through, or incidental costs incurred in connection with this Agreement.

2.6 **SBBC Disclosure of Education Records**.

2.6.1 SBBC staff will provide CONTRACTOR with the education records listed in this section for the following purposes:

2.6.1.1 To improve the self-esteem, social interactions, communication, and emotional regulation of Participants, via individualized weekly sessions with a Listener through conversation, active listening, and approved age-appropriate activities.

2.6.1.2 To ensure LTC program satisfaction among Participants.

2.6.1.3 To evaluate the impact of the program

2.6.2 SBBC staff will provide CONTRACTOR with the following Participant education records, via encrypted email:

2.6.2.1 School
2.6.2.2 First and Last Name
2.6.2.3 Grade Level
2.6.2.4 Teacher's Name
2.6.2.5 Gender
2.6.2.6 Date of birth (month and year only)
2.6.2.7 Ethnicity
2.6.2.8 Race

2.6.3 In addition to the Participant education records disclosed by SBBC staff via encrypted email, SBBC staff will also provide CONTRACTOR with hard copies of completed Teacher

and Student pre and post program surveys. The surveys will contain student's first name, last initial and the student's responses. (See **Exhibits C and D**).

2.6.4 Surveys: The administration of any surveys to students must be in compliance with the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. 1232h; 34 C.F.R. 98).

2.6.5 Consent: SBBC will refer parents/guardians to CONTRACTOR. The parent/guardian will provide written consent to CONTRACTOR for SBBC to disclose education records to CONTRACTOR. CONTRACTOR will then provide the completed consent forms to SBBC **prior** to SBBC disclosing the Participant education records listed in this section. This consent for disclosure will be included on **Exhibit B** for the student's participation in the LTC program.

2.6.6 Limits to Confidentiality: The conversation/session between the Listener and the Participant will be confidential. However, such confidentiality is subject to the limitations outlined below:

2.6.6.1 Pursuant to mandatory reporting requirements under Chapter 39, Florida Statutes, as worded or may be amended, CONTRACTOR (to include all Listeners) providing services under this Agreement, shall comply with all reporting requirements concerning child abuse, abandonment, or neglect.

2.6.6.1.1 In addition, the Listener shall also immediately report any concerns to the Participant's Guidance Counselor, Social Worker, and School Principal, prior to leaving the school campus, as well as to CONTRACTOR's Children's Program Director.

2.6.6.2 If the Listener reasonably believes that a Participant is displaying any signs of self-harm or harming others.

2.6.6.3 Information about Participants (identified by their first name only) may be shared with licensed mental health professionals in CONTRACTOR's advisory groups, in order to troubleshoot issues that Participants may be experiences, and ensure quality services.

2.6.7 The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in CONTRACTOR's privacy policies if any.

2.7 **CONTRACTOR Safeguarding the Confidentiality of Education Records**.

2.7.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, CONTRACTOR shall:

2.7.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.7.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.7.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.7.1.4 Notify the SBBC Privacy Officer immediately upon discovery of any actual or suspected *hard copy breach of confidentiality* of education records, regardless of whether CONTRACTOR has confirmed it or assessed its severity, by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.7.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, CONTRACTOR shall:

2.7.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2.7.2.2 Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

2.7.2.3 Notify the SBBC Director Information Security and Assurance immediately upon discovery of any actual or suspected electronic breach or unauthorized disclosure of confidentiality of education records, regardless of whether the VENDOR has confirmed it or assessed its severity, by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.7.2.4 Fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

2.7.2.5 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.7.2.6 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

2.7.2.7 Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

2.7.2.8 Purge education records from any media once the media is no longer in use or is to be disposed; and

2.7.2.9 Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.7.3 CONTRACTOR shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

2.7.4 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.8 **SBBC Disclosure of Employee Records**.

2.8.1 SBBC staff will provide CONTRACTOR with the employee records listed in this section for the following purposes:

2.8.1.1 To coordinate services to the best availability of the teacher and Participant.

2.8.1.2 To ensure services are rendered.

2.8.1.3 To ensure quality of services.

2.8.1.4 To ensure that the LTC program aims of improving the self-esteem, social interactions, communication, and emotional regulation of Participants, via individualized weekly sessions with a Listener through conversation, active listening, and approved age-appropriate activities are achieved.

2.8.1.5 To evaluate the impact of the program.

2.8.2 SBBC will provide CONTRACTOR with the following employee records, via encrypted email or through CONTRACTOR's Microsoft 365 Forms Portal.

2.8.2.1 Employee First and Last Name.
2.8.2.2 Employee grade level taught.
2.8.2.3 Schedule availability for Participant.

2.8.3 In addition to the employee records disclosed by SBBC staff via encrypted email, SBBC staff will also give CONTRACTOR hard copies of pre and post program surveys completed by teachers. The surveys will contain teacher's first name, last initial and the Participant's responses, as well as Participant's first name and initial of last name (See **Exhibit C**).

2.8.4 The requirements of this section shall supersede any uses and disclosures of employee records as listed in CONTRACTOR's privacy policies, if any.

2.9 **MHASEFL Safeguarding the Confidentiality of Employee Records.**

2.9.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, CONTRACTOR shall:

2.9.1.1 Fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records; and

2.9.1.2 Hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law; and

2.9.1.3 Only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

2.9.1.4 Notify the SBBC Privacy Officer immediately upon discovery of any actual or suspected *hard copy breach of confidentiality* of employee records, regardless of whether CONTRACTOR has confirmed it or assessed its severity, by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.9.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, CONTRACTOR shall:

2.9.2.1 Protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information; and

2.9.2.2 Notify the SBBC Director Information Security and Assurance immediately upon discovery of any actual or suspected *electronic breach*

of confidentiality of education records regardless of whether the CONTRACTOR has confirmed it or assessed its severity, by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.9.2.3 Prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

2.9.2.4 Be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

2.9.3 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.10 **Auditing of Data Protection Controls**.

2.10.1 CONTRACTOR or any of CONTRACTOR's subcontractors with access to SBBC data shall provide an attestation stating CONTRACTOR and/or CONTRACTOR's subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by CONTRACTOR or any of CONTRACTOR's subcontractors with access to SBBC data under this Agreement.

2.10.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.10.1.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2.10.1.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.10.1.3 Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet CONTRACTOR's objectives while also ensuring the data is protected from unauthorized use or disclosure.

2.10.1.4 Monitoring compliance with established security controls.

2.10.3 CONTRACTOR and/or CONTRACTOR's subcontractors with access to SBBC data under this Agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. CONTRACTOR shall provide SBBC an attestation of continued compliance by CONTRACTOR and/or CONTRACTOR's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.11 **Studies Conducted for SBBC**.

2.11.1 Primary Investigators of program evaluation studies conducted by CONTRACTOR that impact the daily activities of students, parents, or employees, or require use of data from same individuals must submit a Research Request to the SBBC's Institutional Review Board ("IRB") for review and approval prior to the initiation of any study-related activities. SBBC's IRB and Research Review Process reviews the design, procedures, and potential impact on school and District operations to ensure the following:

2.11.1.1 The purpose, scope, limitations, and duration of the study is clearly outlined; and

2.11.1.2 The protection of human subjects in the research process; and

2.11.1.3 Personally identifiable information ("PII") is only used for purposes of the identified study; and

2.11.1.4 PII is only used by representatives of the organization identified in this Agreement; and

2.11.1.5 The safe and confidential storage and transmittal of education records.

2.11.2 The purposes and scope of the study or program evaluation to be conducted by CONTRACTOR are as follows:

2.11.2.1 Evaluate the effectiveness of the intervention aims of improving the self-esteem, social interactions, communication, and emotional regulation of Participants, via individualized weekly sessions with a Listener through conversation, active listening, and approved age-appropriate activities achieved.

2.11.2.2 Ensure LTC program satisfaction among Participants.

2.11.3 If applicable, research or program evaluation activities conducted by CONTRACTOR cannot coincide with State or District testing.

2.11.4 The duration of study activities shall commence on or after the Effective Date of this Agreement and shall conclude at the end of business on June 30, 2028 and must be conducted during the term of this Agreement (and any applicable extensions thereof). As IRB renewal is necessary, it must be submitted yearly during the duration of this Agreement before expiration.

2.11.5 CONTRACTOR shall destroy or return any disclosed information to SBBC when no longer needed for the purposes for which the study is to be conducted.

2.11.6 CONTRACTOR is responsible for costs incurred for data requested from the District's Data Warehouse at a rate of One Hundred Fifty Dollars and 00/100 Cents per hour ($150.00/hr). SBBC's total fees are based on the time required by SBBC employees to build data files. An estimate of SBBC's fees will be provided to CONTRACTOR upon approval of the IRB protocol and receipt of CONTRACTOR's formal data request.

2.11.6 CONTRACTOR shall comply with all requirements of the District's IRB and Research Review Process. Questions regarding this process may be directed to BCPS.IRB@browardschools.com.

2.12 **Inspection of VENDOR's Records by SBBC**. CONTRACTOR shall establish and maintain books, records, and documents (including electronic storage media) related to this Agreement. All of CONTRACTOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to CONTRACTOR's Records from the Effective Date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to CONTRACTOR pursuant to this Agreement. SBBC's agent or its authorized representative shall provide COTRACTOR with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and reproduction. SBBC's agent or its authorized representative shall have access to the CONTRACTOR's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section. CONTRACTOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.13 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To CONTRACTOR:	MENTAL HEALTH AMERICA OF SOUTHEAST FLORIDA, INC. 7145 W Oakland Park Blvd Lauderhill, Florida 33313

2.14 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.15 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, all non-governmental entities executing, renewing, or extending an agreement with SBBC must attest under penalty of perjury that the non-governmental entity does not use coercion for labor or services as defined in that statute. By execution of this Agreement by an authorized representative of CONTRACTOR, CONTRACTOR hereby attests under penalty of perjury that VENDOR does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of CONTRACTOR declares that they have read the foregoing statement and that the facts stated in it are true. Further, any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with CONTRACTOR's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.16 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida

Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.17 **Entities of Foreign Concern**. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of CONTRACTOR hereby attests under penalty of perjury as follows: CONTRACTOR is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in CONTRACTOR; and the undersigned authorized representative of CONTRACTOR declares that they have read the foregoing statement and that the facts stated therein are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes, as worded or may be amended hereafter.

2.18 **Public Entity Crime Act**. CONTRACTOR represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that statute. CONTRACTOR further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether VENDOR has been placed on the convicted vendor list.

2.19 **Background Screening.** CONTRACTOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.20 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall 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 the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, OPTION 5, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.21 **Proprietary Information**.

2.21.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.21.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.22 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.22.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment, and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, as worded or may be amended hereafter, for any damages resulting from said negligence.

2.22.2 By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all, and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.23 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.23.1 General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 General Aggregate; and limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

2.23.2 Professional Liability/Errors & Omissions. VENDOR shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000.00 per occurrence covering any services provided under this Agreement.

2.23.3 Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000.00/$100,000.00/$500,000.00 (each accident/disease-each employee/disease-policy limit).

2.23.4 Auto Liability. VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000.00 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount

of $1,000,000.00. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "Mental Health America of Southeast Florida, Inc." does not own any vehicles. If Mental Health America of Southeast Florida, Inc. acquires any vehicles during the term of the Agreement, Mental Health America of Southeast Florida, Inc., agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

2.23.5 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.23.6 Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit VENDOR sufficient time to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

2.23.7 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.23.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.23.7.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.23.7.3 Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

2.23.8 Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.23.9 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.24 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.25 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.26 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.27 **Incorporation by Reference**. **Exhibits A, B, C,** and **D** are incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or

entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right

to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination without cause pursuant to Section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the

State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN **WITNESS WHEREOF,** the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW]

(Corporate Seal)

FOR SBBC:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By: _____

Sarah Leonardi, Chair

Date: _____

_____

Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2026.06.08 15:58:34 -04'00'

_____

Office of the General Counsel

FOR VENDOR:

(Corporate Seal)

MENTAL HEALTH AMERICA OF SOUTHEAST FLORIDA, INC.

Signature: Paul F. Jaquith

Corporate Secretary Signature

Print Name: PAUL F. JAQUITH

Title: CEO

-OR-

Date: 6/8/2026

Witness Signature

Print Name

Witness Signature

MAYRA DEL TORO

Print Name

Listen to Children Program – Volunteer Policies

Background/Security Clearance

The School Board of Broward County, Florida requires Listener volunteers to submit a volunteer application to https://www.fieldprintbrowardschools.com. Schools must have evidence of clearance before allowing Listeners to meet with students. Fingerprints must be redone every 5 years.

Confidentiality Policy

It is the policy of the Mental Health America's Listen to Children Program to protect the confidentiality of its child participants. All Listeners are to understand the scope and limitations of confidentiality and to adhere to them. Volunteers are not to divulge personal information about participating children and their families, including:

- Information gained from child mentees, written or spoken, about themselves, and/or their families.
- Child participants' full names (Childre are identified on logs by first name and last initial **only**, e.g., Jon B.).
- Information gained about participants from School Counselors, teachers, or other school staff.
- Pictures of children. Listeners must not take photos of mentees!

Limits of Confidentiality

- Information about mentees may be shared in Advisory Groups led by mental health professionals using only first names. The purpose of sharing is to gain insight and ideas regarding problem-solving and ways to address the issue of concern. All info shared in the groups must stay in the group!
- Volunteer Listeners **must disclose information indicating that a mentee may be dangerous to or intends to harm him/herself or others or is in a dangerous situation**. This must be reported to the School Counselor before leaving school. If s/he is not available, information is reported to the Assistant Principal or Principal (or School Social Worker). After making the report, volunteers should inform the Listen to Children Program Director. **Under no circumstances will the Listener share information with the teacher or other office staff.**

Advisory Meetings

Listeners are expected to attend scheduled Advisory Meetings.

Performance Assessments

At the end of the school year, Listeners will receive an assessment of performance regarding submission of logs, attendance at school, Advisory Meeting attendance, etc.

Reasons/Procedures for Dismissal

Failure to comply with policies set forth may result in immediate withdrawal from the program. In such case, the school will be notified not to accept the Listeners at school. They school may also decide it does not want the services of the Listener.

EXHIBIT A

MHA CHILDREN'S SERVICES

Listen to Children Program Consent Form

A trained background-screened, volunteer called a Listener will meet with your child for 30 minutes each week during school hours. Engaging your child in play and conversation, the Listener will build a relationship of trust and be a positive role model. The volunteer will try to build self-esteem, promote a positive attitude about school, increase social skills, and provide a safe space for your child to express themselves. These are not licensed mental health practitioners. Since there are a limited number of Listeners, please complete this form and submit as soon as possible.

Child's School: _____

Child's First and last Name: _____

Child's Grade: _____

Teacher's Name: _____

Gender: **Boy** _____ **Girl** _____

Date of Birth: Month and year only _____

Ethnicity (Check one):
Hispanic or Latino _____ **Non-Hispanic** _____

Black/African American _____

White _____

Multi-Racial _____

Asian _____

Native American or Native Indian _____

Native Hawaiian or Pacific Islander _____

Other _____

Prefer not to answer _____

I authorize my child to participate in the Listen to Children Program. I understand that an unlicensed, trained, background-screened Listener volunteer will meet with my child for 30 minutes per week during school hours.

EXHIBIT B

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("SBBC")
DISLCOSURE OF EDUCATION RECORDS TO
MENTAL HEALTH AMERICA OF SOUTHEAST FLORIDA, INC. ("MHA")

I authorize that the following personally identifiable education records be disclosed to MHA: My child's school, first and last name, grade level, teacher's name, gender, date of birth (month and year only), ethnicity, race, and the completed pre and post Teacher Surveys and pre and post Youth Surveys.

MHA RE-DISCLOSURE OF EDUCATION RECORDS

I authorize the redisclosure of all personally identifiable education records listed above to the United Way of Broward County through The Department of Children and Families' Performance Based Prevention System to meet funding requirements, except for the Teacher and Youth Surveys. Survey results will be aggregated and de-identified prior to MHA redisclosing such to the United Way of Broward County. This permission may be retracted at any time by my notification or upon my child's request by emailing LTC@mhasefl.org.

LIMITS TO CONFIDENTIALITY

The conversation between the Listener and the SBBC student will be confidential. However, if the volunteer perceives the child to be at risk (abused, neglected, or exploited), or if the child displays any signs of suicidal or homicidal ideation, the Listener will immediately report such suspicions to the School Counsel, School Social Worker, or School Principal, prior to leaving the school, and to the MHA Children's Program Director as well. In addition, information about students (identified by their first name only) may be shared with licensed mental health professionals in MHA advisory groups, in order to troubleshoot issues students are facing and ensure quality services.

Print Your Full Name: _____

Your Signature: _____

Your Relationship to the Child: **Parent** _____ **Legal Caregiver** _____

Email: _____ **Today's Date**: _____

EXHIBIT B

Teacher Pre/Post Survey

Date:_____

Teacher Name:_____Student First Name, Last Initial:_____

Please rate the following statements from one to five, with one being strongly agree and five being strongly disagree.

1. "The student expresses negative feelings appropriately."

1	2	3	4	5
Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree
○	○	○	○	○

2. "The student demonstrates self-confidence."

1	2	3	4	5
Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree
○	○	○	○	○

3. "The student uses problem-solving skills."

1	2	3	4	5
Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree
○	○	○	○	○

4. "The student works hard and shows effort."

1	2	3	4	5
Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree
○	○	○	○	○

5. "The student cares about other people's feelings."

1	2	3	4	5
Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree
○	○	○	○	○

EXHIBIT C

MHA CHILDREN'S SERVICES

Youth Pre/Post Survey

Date:_____

Volunteer Name:_____

Student First Name, Last Initial:_____

Please have the students rate the following statements by yes, no, or sometimes.

1. "I can calm myself down when I get mad"

Yes	Sometimes	No
○	○	○

2. "I can stop and think before I act mean to others."

Yes	Sometimes	No
○	○	○

3. "I care about the feelings of other kids."

Yes	Sometimes	No
○	○	○

4. "I use words to say when I am upset or angry."

Yes	Sometimes	No
○	○	○

5. "I can name three things I like about myself."

Yes	Sometimes	No
○	○	○

EXHIBIT D
EISP
Saves Lives

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	A. Academics
DEPARTMENT:	Equity & Diversity

Agenda Item Number:	A-2.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Agreement with Take Stock in Children of Broward County, Inc.

REQUESTED ACTION:

Approve Agreement between The School Board of Broward County, Florida (SBBC) and Take Stock in Children of Broward County, Inc (TSIC). District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Agreement

FINANCIAL IMPACT:

There is no financial impact on SBBC.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 5: Wellness Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Angela R. Fulton	Phone:	754-321-2100
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Angela R. Fulton, Deputy Superintendent

Signature

Dr. Angela R. Fulton, Deputy Superintendent Jul 14, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Agreement with Take Stock in Children of Broward County, Inc.

Board Meeting Date: July 28, 2026

Requested Action: Approve Agreement between The School Board of Broward County, Florida (SBBC), and Take Stock in Children of Broward County, Inc. (TSIC).

General Information	
The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.	
District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not applicable.
Statutory Requirement	• Not applicable.
If the School Board votes "Yes"	• SBBC will formalize a multi-year agreement with TSIC to provide scholarships, academically focused volunteer mentoring, and college and career readiness support to eligible low-income, at-risk middle and high school students at no cost to the District. SBBC will share specified student education records with TSIC only when written parental consent is obtained through the Consent for Release of Education Records (Exhibit A). TSIC mentors will be required to complete SBBC volunteer registration, background screening, and program training requirements before serving students.
If the School Board votes "No"	• TSIC would not operate under a current Board-approved agreement, limiting the District's ability to support student participation and share education records necessary for mentoring, scholarship eligibility monitoring, program evaluation, and student success supports.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support • Guardrail 5: Wellness Support
Measurable Outcome(s)/Return on Investment	• TSIC's statewide 2024-2025 evaluation demonstrated strong student outcomes, including 99% of participating students maintaining a GPA above 2.0, 92% maintaining satisfactory attendance, and 99% of participating seniors graduating and completing program requirements. TSIC also exceeded objectives for mentoring, college readiness activities, and student support services.

Background/History

TSIC is a Florida not-for-profit organization that provides scholarships, academically focused volunteer mentoring, college success coaching, and postsecondary readiness support for low-income, at-risk middle and high school students. Through this Agreement, TSIC mentors provide encouragement, goal setting, academic support, and guidance designed to improve educational outcomes and prepare students for future success. The Agreement formalizes the partnership between SBBC and TSIC by establishing responsibilities related to mentoring services, volunteer screening, student record disclosures, confidentiality protections, and program oversight. All services are provided at no cost to SBBC.

Agreement Terms and Financial Impact
The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	Commences upon execution and concludes July 27, 2030. The Agreement may be extended for up to two additional one-year periods through written amendment.
Multi-Year Agreement:	Yes
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Statutory/Programmatic Service Agreement

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:
1. There is no financial impact on SBBC.
2. All mentoring, scholarship support, college success coaching, and related services are provided by TSIC at no cost to the District.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
N/A	N/A	N/A

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
2026-2027	Year 1	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
2027-2028	Year 2	N/A	N/A
2028-2029	Year 3	N/A	N/A
2029-2030	Year 4	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations	
This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.	
Impact on Schools	Provides eligible low-income, at-risk students with access to mentoring, college success coaching, scholarship opportunities, academic monitoring, and college readiness supports designed to improve academic achievement, attendance, graduation outcomes, and postsecondary access.
School Selection /Prioritization	Participation is voluntary and available to eligible students who meet TSIC income and program requirements. Parent or guardian consent is required prior to participation and prior to the release of student education records.
Community/ Stakeholder Engagement	The partnership leverages community volunteers serving as mentors, post-secondary institutions, scholarship resources, and community organizations to support student achievement and college readiness. TSIC recruits, screens, trains, and supervises volunteer mentors.
End-User Input	Parents or guardians provide written consent for participation and for disclosure of student records through the Consent for Release of Education Records (Exhibit A). Student progress data, attendance, GPA, test scores, schedules, disciplinary information, and other approved records support mentoring, monitoring, scholarship eligibility, and program evaluation activities.
Technology/Capital Expected Lifecycle/Replacement Cycle	No District technology purchases or capital assets are required. TSIC administers its own data systems, mentoring management processes, and program operations.

Additional Backup:

- Exhibit A – Consent for Release of Education Records
- Exhibit B – Income Eligibility Guidelines
- Exhibit C – Mentor Policy Adherence Agreement
- Exhibit D – Take Stock in Children 2024-2025 Summative Evaluation Report

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

TAKE STOCK IN CHILDREN OF BROWARD COUNTY, INC.
(hereinafter referred to as "CONTRACTOR"),
a Florida not-for-profit corporation,
whose principal place address is
11110 West Oakland Park Blvd., #230
Sunrise, Florida 33351

Each a "party" and together, the "parties"

RECITALS

WHEREAS, CONTRACTOR provides scholarships, academically focused volunteer mentoring, and career coaching to low-income, at-risk middle and high school students (the "Participants"); and

WHEREAS, the mentors provided by CONTRACTOR ("TSIC Mentors") offer Participants support, guidance, and encouragement to build confidence, a solid foundation of values, establish goals, and improve academic skills; and

WHEREAS, the services under this Agreement are provided at no cost to SBBC and do not require the expenditure of SBBC funds; and

WHEREAS, the parties mutually recognize the benefits to Participants from the services rendered under this Agreement.

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

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on **July 27, 2030**, unless terminated earlier pursuant to Section 3.5 (Termination) this Agreement, and, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, may be extended two (2) additional one-year periods. There shall be no automatic extensions or renewals of this Agreement.

2.2 **CONTRACTOR's Responsibilities**. In accordance with this Agreement and any Exhibits incorporated herein, the following shall apply:

2.2.1 CONTRACTOR shall provide SBBC with a designated program director who serves as the primary local and state liaison with SBBC.

2.2.2 Prior to providing any Services to participating Participants, CONTRACTOR shall first obtain from the Participant's parent(s)/guardian(s), or Participant who is the age of majority, a signed Consent for Release of Education Records, attached hereto and incorporated herein by reference as **Exhibit A**, and SBBC (through its department of School Culture and Student Support) shall maintain the Participants' signed forms in accordance with applicable record retention requirements.

2.2.3 CONTRACTOR shall require all TSIC Mentors to complete the SBBC District Volunteer Application and complete all SBBC background check requirements pursuant to Section 2.14 (Background Checks) of this Agreement.

2.2.4 CONTRACTOR shall ensure that the TSIC Mentors are qualified to work with Participants.[1]

2.2.5 CONTRACTOR shall provide orientation and training to TSIC Mentors with assistance as necessary and appropriate from the SBBC School Culture and Student Support department.

[1] As evidence by successful completion of required background checks, as well as TSIC Mentor orientation and training.

2.2.6 CONTRACTOR shall ensure that TSIC Mentors working with SBBC Participants acknowledge, sign, and comply with the provisions of the current Mentor Policy Adherence Agreement, attached hereto and incorporated herein as **Exhibit C**.

2.2.7 CONTRACTOR shall recruit TSIC Mentors, ensuring their commitment to meet with one or more low-income, at-risk Participants for at least thirty (30) minutes per week during the school year.[2] Income eligibility shall be determined pursuant to Income Eligibility Guidelines, attached hereto and incorporated herein by reference as **Exhibit B**.

2.2.8 At no time will any TSIC Mentors interact or engage with a Participant outside of the approved school setting. This includes any method of digital or electronic communication.

2.2.9 TSIC Mentors are not licensed mental health professionals or Guidance Counselors and shall not provide any mental health services or guidance counseling to Participants at any time.

2.2.10 CONTRACTOR shall comply with applicable SBBC policies and procedures, state, and federal laws as worded or may be amended.

2.2.11 CONTRACTOR shall ensure that TSIC Mentors check in at a school's single point of entry. All other access points are prohibited.

2.2.12 At no time shall the TSIC Mentors be considered SBBC employees or personnel. TSIC Mentors shall not be assigned to fill, perform, or substitute for any defined role, function, or job responsibility of SBBC employees or personnel. Nothing in this Agreement shall be construed to mean that TSIC Mentors will take over or perform any daily responsibilities, functional duties, or roles typically fulfilled by SBBC employees or personnel. TSIC Mentors shall not operate as an extension of SBBC's personnel headcount.

2.2.13 Limits to Confidentiality.

2.2.13.1 Pursuant to mandatory reporting requirements under Chapter 39, Florida Statutes, as worded or may be amended, CONTRACTOR and all TSIC Mentors providing services under this Agreement, shall comply with all reporting requirements concerning child abuse, abandonment, or neglect.

[2] TSIC Mentors do not meet with Participants over the summer.

2.2.13.2 TSIC Mentors shall also immediately report concerns if they believe a Participant poses a serious, imminent risk of harm to themselves or others. Such report should be made to the Participant's Guidance Counselor and/or Social Worker (if applicable), the school principal, and CONTRACTOR's designated program director, prior to leaving the school campus.

2.3 **SBBC Responsibilities**. In accordance with this Agreement and any Exhibits incorporated herein, the following shall apply:

2.3.1 SBBC shall designate an SBBC School Culture and Student Support department mentor program liaison who shall serve as the point of contact for CONTRACTOR for services provided under this Agreement, and who will facilitate obtaining the signed Consent for Release of Education Records form from a Participant's parent(s)/guardian(s).

2.3.2 SBBC shall conduct background screening pursuant to Section 2.14 (Background Screening) of this Agreement.

2.3.3 Assist CONTRACTOR in the collection of Participant data including but not limited to the areas of grades, test scores, course schedules, attendance, disciplinary history, and psychological tests reports, to be used internally to compile semester reports (requested twice a year), track Participant status, and ensure Participant compliance to maintain scholarship eligibility.

2.3.4 Provide access to information regarding SBBC resources for Participants and families as applicable and appropriate.

2.4 **Cost**. All services provided under this Agreement, including enhancements, deliverables, and support, shall be provided to SBBC at no cost. CONTRACTOR shall not invoice SBBC and SBBC shall have no obligation to pay or reimburse CONTRACTOR for any fees, expenses, or costs, including any third-party, pass-through, or incidental costs incurred in connection with this Agreement.

2.5 **SBBC Disclosure of Education Records.**

2.5.1 SBBC staff will provide CONTRACTOR with the education records listed in this section for the following purpose(s):

2.5.1.1 For TSIC Mentors to provide mentoring services to SBBC Participants. These education records will be personally identifiable.

2.5.1.2 To assure that Participants are making acceptable academic progress.

2.5.1.3 To assess the effectiveness of CONTRACTOR's program.

2.5.1.4 To identify and assist with any challenges that Participants may face.

2.5.1.5 For CONTRACTOR to provide **de-identified** statistical accountability data to funders whose financial contributions support CONTRACTOR's ability to provide Participants with scholarships and services.

2.5.1.6 For CONTRACTOR to send non-personally identifiable statistical data to its primary funder, the Florida Department of Education in a Summative Evaluation, an example of which is attached hereto as **Exhibit D**.

2.5.1.7 To provide Florida pre-paid scholarships for Participants towards post-secondary education.

2.5.2 SBBC staff will provide CONTRACTOR the following personally identifiable education records, via secure email at the end of the first and second semesters for the academic year:

2.5.2.1 Participant first and last name
2.5.2.2 Student Identification Number
2.5.2.3 Grades (*i.e.*, GPAs)
2.5.2.4 Test scores
2.5.2.5 Course schedules
2.5.2.6 Attendance
2.5.2.7 Disciplinary history if applicable (*i.e.*, suspensions/expulsion)
2.5.2.8 Psychological tests reports

2.5.3 In addition to the education records being disclosed by SBBC staff in this section, Participants will input activities and tasks to TSIC Mentor into CONTRACTOR's HopeForce Application. Likewise, parent(s)/guardian(s) will provide income eligibility information in accordance with **Exhibit B** via CONTRACTOR's online platform.

2.5.4 CONTRACTOR shall comply with the Children's Online Privacy Protection Act of

1998 (COPPA), 15 U.S.C. 6501-6505, and its corresponding Children's Online Privacy Protection Rule, 16 C.F.R. Part 312. In instances where Participants under the age of thirteen (13) years enter personally identifiable work and information into CONTRACTOR's online platform, or when CONTRACTOR engages in passive tracking of children's personal information, SBBC shall obtain written verifiable consent from each Participant's parent(s)/guardian(s) as required by COPPA.

2.5.5 CONTRACTOR shall adhere to the disclosure restrictions of student meal eligibilities. Child Nutrition Programs (hereinafter referred to as "CNPs") are subject to disclosure restrictions imposed by Section 9(b)(6) of the National School Lunch Act (hereinafter referred to as "NSLA"). Student eligibility information cannot be made available to all school officials as a general practice. A program or person may be authorized under the NSLA to receive free and reduced-price eligibility information; however, there must be a legitimate "need to know" to provide a service or carry out an authorized activity.

2.5.6 Parent(s)/guardian(s) will electronically complete the SBBC Parent's Disclosure Form, indicating the student has been approved for Free or Reduced meals and giving SBBC permission to use student's Free and Reduced Lunch eligibility for specific programs. The school administrator or designee has access to the names of the students and specific programs within the school if the parent(s)/guardian(s) have completed the SBBC Parent's Disclosure Form. The school administrator or designee will have access to this information for Qualified students.

2.5.7 Prior to providing any Services to participating Participants, CONTRACTOR shall first obtain from the Participant's parent(s)/guardian(s), or Participant who is the age of majority, a signed Consent for Release of Education Records (**Exhibit A**), and SBBC shall maintain the Participants' signed forms in accordance with applicable record retention requirements.

2.5.8 The requirements of this section shall supersede any uses and disclosures of education records or the like, as listed in CONTRACTOR's privacy policies if any.

2.6 **CONTRACTOR Safeguarding the Confidentiality of Education Records**.

2.6.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, CONTRACTOR shall:

2.6.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing

regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.6.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.6.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.6.1.4 Notify the SBBC Privacy Officer immediately upon discovery of any actual or suspected hard copy breach of confidentiality of education records, regardless of whether CONTRACTOR has confirmed it or assessed its severity, by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.6.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, CONTRACTOR shall:

2.6.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2.6.2.2 Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

2.6.2.3 Notify the SBBC Director Information Security and Assurance immediately upon discovery of any actual or suspected electronic breach of confidentiality of education records, regardless of whether CONTRACTOR has confirmed it or assessed its severity, by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.6.2.4 Fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner; and

2.6.2.5 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.6.2.6 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

2.6.2.7 Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

2.6.2.8 Purge education records from any media once the media is no longer in use or is to be disposed; and

2.6.2.9 Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.6.3 Liability for Breach of Confidentiality. CONTRACTOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

2.6.4 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.7 **CONTRACTOR Redisclosure of SBBC Education Records**. CONTRACTOR will redisclose the following:

2.7.1 **De-identified** education records listed in this Agreement to the Florida Department of Education, secondary education institutions, higher learning institutions, and academic advisors.

2.7.1.1 CONTRACTOR's redisclosure of **de-identified** SBBC education records to partners or donors under this section shall be limited to those partners or donors whose funding directly supports the programs and scholarships provided under this Agreement.

2.7.1.2 CONTRACTOR will also redisclose the **de-identified** aggregate Broward County level education records listed in this Agreement to the University of Florida for the purposes of completing the Summative Evaluation of the program, an example of which is attached hereto as **Exhibit D**.

2.8 **Third Party Safeguarding the Confidentiality of Education Records**. For any and all education records that CONTRACTOR rediscloses to any and all entities with which it contracts or utilizes ("third parties") pursuant to the terms of this Agreement, CONTRACTOR shall ensure that those third parties comply with the terms of this Agreement, including but not limited to the safeguarding requirements of this Agreement. CONTRACTOR shall take any and all responsibility for the negligent act(s) or omissions of any and all third parties that it utilizes to comply with the terms of this Agreement.

2.9 **Assessment of Data Protection Controls**.

2.9.1 CONTRACTOR or any of CONTRACTOR's subcontractors with access to SBBC data shall provide an attestation stating CONTRACTOR and/or CONTRACTOR's subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by CONTRACTOR or any of CONTRACTOR's subcontractors with access to SBBC data under this Agreement.

2.9.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.9.1.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2.9.1.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.9.1.3 Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet CONTRACTOR's objectives while also ensuring the data is protected from unauthorized use or disclosure.

2.9.1.4 Monitoring compliance with established security controls.

2.9.3 CONTRACTOR and/or CONTRACTOR's subcontractors with access to SBBC data under this Agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. CONTRACTOR shall provide SBBC an attestation of continued compliance by CONTRACTOR and/or CONTRACTOR's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.10 **No Disclosure of SBBC Employee Records**. SBBC shall not disclose any employee records to CONTRACTOR pursuant to this Agreement. However, should CONTRACTOR come into contact with employee records during the course of contracted responsibilities, these records shall only be disclosed pursuant to federal and state laws, and the following provisions shall apply concerning CONTRACTOR safeguarding the confidentiality of employee records:

2.10.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, CONTRACTOR shall:

2.10.1.1 Fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records; and

2.10.1.2 Hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law; and

2.10.1.3 Only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

2.10.1.4 Notify the SBBC Privacy Officer immediately upon discovery of any actual or suspected hard copy breach of confidentiality of employee records, regardless of whether CONTRACTOR has confirmed it or assessed its severity, by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.10.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, CONTRACTOR shall:

2.10.2.1 Protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information; and

2.10.2.2 Notify the SBBC Director Information Security and Assurance immediately upon discovery of any actual or suspected electronic breach of confidentiality of education records, regardless of whether CONTRACTOR has confirmed it or assessed its severity, by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.10.2.3 Prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

2.10.2.4 Be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

2.10.3 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.11 **Inspection of CONTRACTOR's Records by SBBC**. CONTRACTOR shall establish and maintain books, records, and documents (including electronic storage media) related to this Agreement. All of CONTRACTOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to CONTRACTOR's Records from the Effective Date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to CONTRACTOR pursuant to this Agreement. SBBC's agent or its authorized representative shall provide CONTRACTOR with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and reproduction. SBBC's agent or its authorized representative shall have access to the CONTRACTOR's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section. CONTRACTOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.12 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Student Culture and Student Support
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To CONTRACTOR: Amanda Frey, Executive Director
Take Stock in Children of Broward County, Inc.
1930 Southwest 145th Avenue, Room 224
Miramar, Florida 33027

2.13 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, con-tract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without no-tice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.14 **Background Screening.** CONTRACTOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of CONTRACTOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of CONTRACTOR or its personnel providing any services under this Agreement. CONTRACTOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to CONTRACTOR and its personnel. The parties agree that the failure of CONTRACTOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit CONTRACTOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. CONTRACTOR agrees

to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from CONTRACTOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.15 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. CONTRACTOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, CONTRACTOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. CONTRACTOR shall 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 the Agreement's term and following completion of the Agreement if CONTRACTOR does not transfer the public records to SBBC. Upon completion of the Agreement, CONTRACTOR shall transfer, at no cost, to SBBC all public records in possession of CONTRACTOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If CONTRACTOR transfers all public records to SBBC upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, OPTION 5, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.16 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.16.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence

when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.16.2 CONTRACTOR. CONTRACTOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by CONTRACTOR, its agents, servants, or employees; the equipment of CONTRACTOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of CONTRACTOR or the negligence of CONTRACTOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by CONTRACTOR, SBBC, or otherwise.

2.17 **Insurance Requirements.** CONTRACTOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.17.1 General Liability. CONTRACTOR shall have and maintain General Liability insurance with limits of not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits of not less than $1,000,000 for Products/Completed Operations Aggregate.

2.17.2 Cyber Liability/Technology Errors and Omissions. CONTRACTOR shall maintain insurance for breaches of *personally identifiable information* and data caused by CONTRACTOR, its employees, its systems, or its software, in the amount of $1,000,000.00 per occurrence / $2,000,000.00 aggregate, and that such insurance shall be available and applied to indemnify SBBC for damages, penalties, costs, and fees sustained by CONTRACTOR as a result of such data breaches.

2.17.3 Workers' Compensation. In accordance with Chapter 440, Florida Statutes, CONTRACTOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

2.17.4 Auto Liability. CONTRACTOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits

of not less than $1,000,000 Combined Single Limit. If CONTRACTOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000. In addition, an affidavit signed by CONTRACTOR must be furnished to SBBC stating the following*: "Take Stock in Children of Broward County, Inc., does not own any vehicles. If Take Stock in Children of Broward County, Inc., acquires any vehicles during the term of the Agreement, Take Stock in Children of Broward County, Inc., agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."*

2.17.5 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.17.6 Verification of Coverage. Proof of the required insurance must be furnished by CONTRACTOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit CONTRACTOR to remedy any deficiencies. Post award you will receive an email including a link to upload (drag and drop) your certificate of insurance.

2.17.7 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.17.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.17.7.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.17.7.3 Certificate Holder: The School Board of Broward County, Florida, 600 Southeast Third Avenue, 11th Floor, Fort Lauderdale, Florida 33301.

2.17.8 Cancellation of Insurance. CONTRACTOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.17.9 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.18 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex, or sexual orientation in the performance of the parties' respective duties, responsibilities, and obligations under this Agreement.

2.19 **Certification Regarding Scrutinized Activities.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by CONTRACTOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if CONTRACTOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if CONTRACTOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.20 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, all non-governmental entities executing, renewing, or extending an agreement with SBBC must attest under penalty of perjury that the non-

governmental entity does not use coercion for labor or services as defined in that statute. By execution of this Agreement by an authorized representative of CONTRACTOR, CONTRACTOR hereby attests under penalty of perjury that CONTRACTOR does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of CONTRACTOR declares that they have read the foregoing statement and that the facts stated in it are true. Further, any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with CONTRACTOR's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement. CONTRACTOR's Affidavit is incorporated herein by reference.

2.21 **Entities of Foreign Concern**. CONTRACTOR has access to personal identifying information ("PII") as permitted herein while performing its obligations under this Agreement. By execution of this Agreement, the undersigned authorized representative of CONTRACTOR hereby attests under penalty of perjury as follows: CONTRACTOR is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in CONTRACTOR; and the undersigned authorized representative of CONTRACTOR declares that they have read the foregoing statement and that the facts stated therein are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes, as worded or may be amended hereafter. CONTRACTOR's attestation is incorporated herein by reference.

2.22 **Proprietary Information**.

2.22.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.22.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or

exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.23 **Names and Marks**. CONTRACTOR shall not acquire any rights under this Agreement to, and shall not use, the name of "The School Board of Broward County, Florida" or "SBBC", or "Broward County Public Schools" or "BCPS" either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively, "SBBC Marks") in any of CONTRACTOR's advertising, publicity, or promotion, to express or imply any endorsement by SBBC or The School Board of Broward County, Florida, of its services, or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by SBBC, except as expressly permitted herein. No advertisement, publication, or other use of SBBC Marks shall be published or otherwise promulgated by CONTRACTOR without SBBC's prior inspection and written approval. This clause shall survive the expiration or sooner termination of this Agreement.

2.24 **Exhibits**. **Exhibits A, B, C,** and **D** attached hereto are incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination without cause pursuant to Section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be

deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state, and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this

Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the Effective Date.

[THIS SPACE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V. Balkanski
_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

FOR CONTRACTOR:

(Corporate Seal)

TAKE STOCK IN CHILDREN OF BROWARD COUNTY, INC.

Signature: Amanda Frey

Print Name: Amanda Frey

Title: Executive Director

Date: 6/18/2026

Corporate Secretary Signature

-OR-

Witness Signature

Jeanette Vizcaino

Print Name

-AND-

Witness Signature

Carlos E. Gomez

Print Name

[THIS SPACE IS INTENTIONALLY BLANK; EXHIBITS FOLLOW]

2026-2027 Consent for Release of Education Records

I, the undersigned parent or legal guardian of (name of minor child), represent and warrant that I am of legal age and have the legal capacity and authority to contract for and on behalf of my child.

I hereby authorize and give consent to any school district or school my child is attending, or previously attended, to release my child's education records (including any personally identifiable information contained therein) to TSIC, Inc., d/b/a Take Stock in Children ("TSIC"), or any of its designees, upon request by TSIC or its designees. TSIC's designees include, without limitation, the local TSIC lead agency ("Lead Agency"), and the employees, teachers, volunteers, and mentors of TSIC or its Lead Agency.

The education records and information covered by this consent and authorization include my child's student ID, current and past grades, test scores, student course schedules, attendance records, disciplinary history, and psychological test reports.

I understand that this consent for the release of education records is necessary for TSIC and its designees to monitor my child's compliance with the terms and conditions of the TSIC Student Participation Agreement, to assure that my child is making acceptable academic progress, to assess the effectiveness of TSIC's program, and to identify and assist with any challenges that my child may face.

I authorize any education record or information received pursuant to this consent to be disclosed to third parties (such as secondary education institutions, higher learning institutions, academic advisors, and/or TSIC partners or donors who provide funding for the TSIC programs and scholarships) when TSIC determines that such disclosure is in furtherance of the TSIC program, services or mission.

However, TSIC agrees not to sell or rent personally identifiable information from my child's education records to any third party, and will implement and maintain reasonable security procedures and practices to protect my child's personally identifiable information from any access, disclosure or use that I did not consent to or that is not otherwise authorized or required by law or regulation. I hereby release, discharge, and agree to hold harmless TSIC and its designees from any liability related to any use whatsoever of said information contained in the education records.

I understand and agree that this consent for release of education records shall be continuing and remain in effect for the length of time that my child participates in the TSIC program. I also acknowledge that I may request that the school district or school provide copies of the education records disclosed to TSIC or its designees, and that I have the right to revoke this consent at any time by delivering a written revocation to TSIC. However, I agree that this consent is irrevocable with respect to the education records and information actually received by TSIC or its designees pursuant to this consent, and that TSIC or its designees may retain such records or information for a period that may extend beyond my child's participation in any TSIC program, in compliance with the applicable Florida Retention Schedules.

Child/Student – Printed Name: _____

Parent or Legal Guardian's Signature: _____

Date: _____

Parent or Legal Guardian's – Printed Name: _____

EXHIBIT A

Income Eligibility Guidelines
Updated July 1, 2026

Take Stock in Children requires that every student's financial situation be examined closely at the time the student's application is evaluated.

All students must qualify under at least one of the options outlined below:

(1) Free and Reduced Lunch program / USDA Income Eligibility Guidelines (Table 1)

Student must be a recipient of the Free and Reduced Lunch program and meet the income eligibility guidelines published annually by the U.S. Department of Agriculture (Guidelines Announced for Free and Reduced-Price School Meals and Milk Programs). To qualify under this standard, students must receive and be verified (through a review of their current year filed IRS Tax Form 1040 where student is listed as a dependent) as income eligible to receive Free/Reduced Price lunch under the FRL Income Eligibility Chart (receipt of Free/Reduced Lunch without Tax verification will not be accepted). Line 7b on the IRS Tax Form 1040 is what we look at for income.

Source: https://www.federalregister.gov/documents/2026/04/09/2026-06842/child-nutrition-programs-income-eligibility-guidelines#page-17934

OR

HUD Documentation / HUD Income Eligibility by County Guidelines Chart (Table 2)

Students must be a recipient **or** meet the income eligibility guidelines published annually by the U.S. Department of Housing and Urban Development (HUD). To qualify, applicants must not exceed the "Very Low Income" eligibility threshold designated by the HUD standard published annually for Broward County. To qualify under this standard, students must have an official documentation from the U.S. Department of HUD indicating that family is currently receiving HUD benefits naming student as a household beneficiary or be verified (through a review of their current year filed IRS Tax Form 1040) as income eligible based on the HUD Income Eligibility Chart.

OR

(2) Medicaid Recipient Documentation

Students must be a recipient of Florida Medicaid services. To qualify under this standard, students must currently be receiving services (through a review of their Florida Medicaid benefits) and must provide official documentation for eligibility from the Department of Children and Families (DCF) or the Social Security Administration (for SSI recipients).

OR

(3) SNAP or TANF Recipient Documentation

Student must be a SNAP recipient. To qualify under this standard, students must currently be receiving services and must provide official documentation for eligibility from the Department of Children and Families.

In the instance the student's parents/guardian does not file Federal income taxes, the following documents can be used:

- TANF – Letter from State of Florida indicating that family has been approved to receive TANF benefit and names of household beneficiaries (the student applicant's name should be listed as part of household on the document). The date of eligibility for benefits indicated on the letter should align with the application date for the TSIC program (i.e., the student should be eligible to receive TANF benefits at the time of TSIC application).

- Proof that the student is in Foster Care (currently active as a foster care student during the application period of TSIC).

- Signed document on school district letterhead, from the School district's Homeless Liaison, verifying in writing that the student is homeless and qualifies for free/reduced lunch. The document date should align with the date of the TSIC application.

EXHIBIT B

TABLE 1

Qualifying Under Free and Reduced Lunch Program /USDA Guidelines

Reminder: Total income before taxes, social security, health benefits, union dues, or other deductions must be reported.

Income Guidelines provided by USDA.gov Updated

Qualifying Under HUD Very Low-Income Limits

The Department of Housing and Urban Development (HUD) sets income limits that determine eligibility for assisted housing programs including the Public Housing, Section 8 project- based, Section 8 Housing Choice Voucher, Section 202 housing for the elderly, and Section 811 housing for persons with disabilities programs. HUD develops income limits based on Median Family Income estimates and Fair Market Rent area definitions for each metropolitan area, parts of some metropolitan areas, and each non-metropolitan county.

The statutory basis for HUD's income limit policies is Section 3 of the U.S. Housing Act of 1937, as amended. The below chart provides the key "Very Low-Income" income limits. Very low-income families are defined as families whose incomes do not exceed 50 percent of the median family income for the area.

EXHIBIT B

INCOME QUALIFICATION FOR TSIC BROWARD

Applicants will be required to provide a copy of their most recent 1040 tax form or HUD benefits

Household Size	Maximum Annual Household Income for Students Currently Receiving Free/Reduced Lunch*	Maximum Annual Household Income for Students Meeting US HUD Income Guidelines
1	$ 28,953	$ 40,350
2	$ 39,128	$ 46,100
3	$ 49,303	$ 51,850
4	$ 59,478	$ 57,650
5	$ 69,653	$ 62,250
6	$ 79,828	$ 66,900
7	$ 90,003	$ 71,500
8	$ 100,178	$ 76,100
for each additional Family member	$ 10,175	n/a

You may be eligible if a student is a current recipient of:
1. SNAP
2. TANF
3. Medicaid
OR
4. Currently in Foster Care or Homeless

Please contact our offices for further information.

* If qualifying under this income level, proof of current receipt of free/reduce lunch services must be provided.



2026-2027 Mentor Policy Adherence Agreement

Please initial your approval next to each statement.

_____ As a mentor in the Take Stock in Children program, I will always act in a manner that is in the best interest of my student and that is compliant with Florida and federal laws and regulations, including the Florida and federal laws and regulations governing education and the confidentiality of education records.

_____ I verify that I am willing to undergo a background check in compliance with the standards of my local school district, school, a Florida Public Charter School, or a Florida Department of Education-approved School of Choice, as applicable.

_____ I verify that I am willing to complete the required mentor training provided by Take Stock in Children, including training on Florida and federal laws governing education.

_____ I will adhere to all volunteer policies of my local school district, school and/or charter school, as applicable.

_____ I will not willfully arrange unmonitored contact (digital or otherwise) with my student or without the supervision of Take Stock in Children, school officials or parent(s)/guardian.

_____ I will not drive my student in my car.

_____ I will maintain the confidentiality of my student's education records and will not disclose such education records, or the personally identifiable information contained therein, to any person other than my student's parent/guardian, teacher, guidance counselor, or school liaison/administrator, or an employee or

EXHIBIT C

representative of the Take Stock in Children organization, including the local Take Stock in Children lead agency.

_____ I will notify my student or their school liaison or the Take Stock in Children College Success Coach if I am unable to attend a previously scheduled meeting.

_____ I will notify local Take Stock in Children lead agency if I must terminate my mentor position for any reason and, regardless of whether my mentor position is terminated by me or by Take Stock in Children, I will return to Take Stock in Children all of my student's education records that are in my possession, custody or control.

_____ I will notify my local Take Stock in Children lead agency if I am arrested or if there is any reason to believe that my ability to pass a background check has been impacted.

_____ I understand that Take Stock in Children will terminate my relationship with my student if I violate any of the above policies.

_____ _____
Mentor Name (please print) Mentor Signature

_____
Date

_____ _____
Student Services Coordinator Name (please print) Student Services Coordinator Signature

_____
Date

EXHIBIT C

TAKE STOCK IN CHILDREN 2024-2025 SUMMATIVE EVALUATON REPORT



EXHIBIT

Take Stock in Children®

Luminary Evaluation

Summary of Findings

Analysis of program data from the 2024-2025 program year indicates that Take Stock in Children met or exceeded grant objectives. Table 2 presents the end-of-year grant deliverables, metrics, and evidence of each.

Table 2. Take Stock in Children's Required End-of-Year Deliverables Metrics

Deliverable	End-of-Year Metric	Year-End Progress	Evidence
1. Enrollment	By the end of the year, Take Stock in Children will serve at least 8,000 students.	Exceeded	As of June 30, 2025, a total of 8,520 students were active in the program (Table 7).
2. Mentor Match	Mentor-to-student match rate will average at least 90% statewide.	Exceeded	The average mid-year mentor match rate is 97%.
3. Recruitment Activities	A total of 4 multi-regional mentor recruitment activities will be conducted (one per quarter).	Exceeded	A total of 17 multi-regional activities were conducted in Quarters 1–4 (Table 8).
4. Mentor Recruitment & Training	A minimum of 1,200 new mentors will be recruited and trained by the end of the grant year.	Exceeded	A total of 1,453 new mentors were recruited, screened, and trained by the end of the grant year (Table 9).
5. Mentoring Sessions (Returning Matches)	Mentor-mentee pairings matched for the whole grant year will conduct an average of 12-15 mentor sessions by the end of the school year.	Exceeded	An average of 19 mentoring sessions per student were conducted by returning mentors during Quarters 1– 4 (Table 10).
6. Mentoring Sessions (New Matches)	Newly matched mentor-mentee pairings will conduct an average of 2 mentor sessions per each month matched.	Exceeded	An average of 2.2 mentoring sessions were conducted each month by new mentors (Table 11).
7. College Success Coach Visits	Visits will average 1 per semester for grades 6–10, and 2 per semester for grades 11–12.	Exceeded	An average total of 98% of students received target services during Quarters 1-4 (Table 14).
8. College Readiness Workshops	A total of 4 college readiness workshops conducted at each site per year (including 2 sessions focused on college readiness and financial aid procedures for seniors), plus a new student orientation where applicable.	Exceeded	A total of 45 sites (100%) offered 5 or more college readiness workshops during Quarters 1-4 (Table 15).
9. Professional Development	A total of 15 professional development opportunities will be provided for staff by the end of the year with five (5) in Quarter 1, three (3) in Quarter 2, four (4) in Quarter 3, and three (3) in Quarter 4.	Exceeded	A total of 25 professional development workshops were offered to staff during Quarter 1; 10 during Quarter 2; 12 during Quarter 3; and 9 during Quarter 4 (Table 18).
10. Student Academic Performance	A total of 90% of students will improve or maintain a G.P.A. at or above 2.0.	Exceeded	99% of students maintained a grade point average of at least 2.0 for Semester 1 and 99% for Semester 2. The average GPA for the network is 3.34 (Table 19).
11. Student School Attendance	A total of 90% of students will improve or maintain satisfactory school attendance.	Exceeded	92% of students had 17 or fewer unexcused absences for the 2024-2025 academic year (Table 20).
12. Graduation Rate	A total of 90% of seniors will successfully complete the Take Stock in Children program and graduate from high school.	Exceeded	99% of seniors completed the Take Stock in Children program and graduated from high school in time (Table 21).

EXHIBIT D

DELIVERABLE 1: STUDENT ENROLLMENT

End of Year Objective: Take Stock in Children will serve a minimum of 8,000 students by the end of the 2024–2025 grant year, combining students receiving mentoring and other college readiness services. Additional college readiness services include individualized college coaching, academic support and monitoring, and college readiness workshops.

Progress: Exceeded

The Take Stock in Children program exceeded the grant deliverable, as a total 8,520 students were enrolled, as indicated by its annual peak enrollment, with the addition of 2,028 new students entering the program (Table 7).

Table 7. Total Active Student Enrollment/New Students Enrolled*

County/Region	Active Student Enrollment	New Students Enrolled
Alachua	306	47
Baker, Columbia, Dixie, Gilchrist, Union	124	27
Bay	38	0
Bradford	42	9
Brevard	209	45
Broward	167	46
Calhoun, Holmes, Jackson, Liberty, Washington	63	14
Charlotte	46	2
Citrus	41	9
Clay	62	13
Collier - Champions for Learning	174	24
Collier - Immokalee Foundation	115	28
DeSoto, Hardee, Highlands	178	45
Duval	365	103
Escambia	175	50
Flagler	93	21
Franklin	15	5
Gadsden, Leon, Wakulla	32	4
Hendry	34	19
Hernando	39	7
Hillsborough	302	65
Indian River, Martin, Okeechobee, St. Lucie	225	60
Lake, Sumter	150	41
Lee	240	54
Madison	27	2
Manatee	349	82
Marion	255	57
Miami-Dade	437	217
Monroe	380	104
Nassau	180	42
Okaloosa	76	14
Orange	358	29
Osceola	46	17
Palm Beach	725	198

EXHIBIT D

DELIVERABLE 4: MENTOR RECRUITMENT AND TRAINING

End of Year Objective: A minimum of 1,200 new mentors will be screened and trained by the end of the grant year.

Progress: Exceeded

The Take Stock in Children program exceeded the grant deliverable. A total of 1,451 mentors were recruited, screened, and trained by the end of Quarter 4 (Table 9).

Table 9. Mentor Screening and Training by County/Region*

County/Region	Mentors Screened/Trained	Mentors Approved
Alachua	64	64
Baker, Columbia, Dixie, Gilchrist, Union	35	35
Bay	1	1
Bradford	9	9
Brevard	29	29
Broward	16	16
Calhoun, Holmes, Jackson, Liberty, Washington	19	19
Charlotte	1	1
Citrus	4	4
Clay	11	11
Collier - Champions for Learning	22	22
Collier - Immokalee Foundation	20	20
DeSoto, Hardee, Highlands	10	10
Duval	99	99
Escambia	42	42
Flagler	18	18
Franklin	2	2
Gadsden, Leon, Wakulla	9	9
Hendry	16	16
Hernando	3	3
Hillsborough	52	52
Indian River, Martin, Okeechobee, St. Lucie	32	32
Lake, Sumter	17	17
Lee	32	32
Madison**	0	0
Manatee	111	110
Marion	30	30
Miami-Dade	38	38
Monroe	128	127
Nassau	44	44
Okaloosa	19	19
Orange	26	26
Osceola	4	4
Palm Beach	110	110

EXHIBIT D

DELIVERABLE 5: MENTORING SESSIONS WITH RETURNING MATCHES

End of Year Objective: Program participants who have been matched with a mentor for the entire grant year will receive an average of 12 to 15 mentor sessions by the end of the school year.

Progress: Exceeded

An average of 19 mentoring sessions per student were conducted for students with returning mentors during the grant year (Table 10).

Table 10. Average Number of Mentoring Sessions for Students with Returning Mentor Matches by County/Region

County/Region	Quarters 1-4
Alachua	18
Baker, Columbia, Dixie, Gilchrist, Union	17
Bay	11
Bradford	18
Brevard	19
Broward	17
Calhoun, Holmes, Jackson, Liberty, Washington	16
Charlotte	11
Citrus	23
Clay	18
Collier - Champions for Learning	17
Collier - Immokalee Foundation	17
DeSoto, Hardee, Highlands	18
Duval	17
Escambia	17
Flagler	20
Franklin	21
Gadsden, Leon, Wakulla	18
Hendry	18
Hernando	17
Hillsborough	17
Indian River, Martin, Okeechobee, St. Lucie	19
Lake, Sumter	17
Lee	16
Madison	18
Manatee	22
Marion	17
Miami-Dade	23
Monroe	21
Nassau	19
Okaloosa	16
Orange	15
Osceola	19
Palm Beach	24

EXHIBIT D

DELIVERABLE 6: MENTORING SESSIONS WITH NEW MATCHES

End of Year Objective: New matches are mentor-mentee pairings that have not been matched for the full school year. Take Stock in Children tracks these sessions to ensure the mentors and mentees meet regularly and expects students with new mentor matches to complete an average of 2 monthly mentor sessions.

Progress: Exceeded

An average of 2.2 mentoring sessions were conducted each month for students with new mentor matches (Table 11).

Table 11. Average Number of Monthly Mentoring Sessions for Students with New Mentor Matches by County/Region

County/Region	Quarters 1-4
Alachua	2
Baker, Columbia, Dixie, Gilchrist, Union	2
Bay	0
Bradford	2
Brevard	2
Broward	2
Calhoun, Holmes, Jackson, Liberty, Washington	2
Charlotte	1
Citrus	2
Clay	2
Collier - Champions for Learning	3
Collier - Immokalee Foundation	2
DeSoto, Hardee, Highlands	2
Duval	2
Escambia	2
Flagler	2
Franklin	2
Gadsden, Leon, Wakulla	2
Hendry	2
Hernando	2
Hillsborough	2
Indian River, Martin, Okeechobee, St. Lucie	2
Lake, Sumter	2
Lee	2
Madison	2
Manatee	3
Marion	2
Miami-Dade	3
Monroe	2
Nassau	2
Okaloosa	2
Orange	2
Osceola	2

EXHIBIT D

TOTAL MENTORING SESSIONS (QUARTERLY FLDOE GRANT DELIVERABLE)

End-of-Year Objective: At least 5,000 mentor sessions will be conducted during Quarter 1, at least 26,000 during Quarter 2, at least 28,000 during Quarter 3, and at least 20,000 during Quarter 4. The combined total of mentor sessions conducted during the grant year will be at least 79,000.

Progress: Exceeded

A total of 15,653 mentor sessions were conducted in Quarter 1. A total of 41,634 mentor sessions were conducted during Quarter 2. A total of 47,462 mentor sessions were conducted during Quarter 3. A total of 32,490 mentor sessions were conducted during Quarter 4.

The combined total of mentor sessions was 137,239, exceeding the objective by 58,239 mentor sessions for the year. The Take Stock in Children program exceeded both the quarterly and the yearly grant objectives (Table 12).

Table 12. Number of Students Mentored/Mentees Served*

County/Region	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Alachua	801	1,323	1,280	1,174
Baker, Columbia, Dixie, Gilchrist, Union	252	732	742	376
Bay	40	148	111	58
Bradford	55	128	172	220
Brevard	473	1,001	1,113	717
Broward	122	449	1,108	801
Calhoun, Holmes, Jackson, Liberty, Washington	136	288	264	222
Charlotte	54	108	164	86
Citrus	97	260	270	173
Clay	209	230	331	203
Collier - Champions for Learning	397	779	840	701
Collier - Immokalee Foundation	197	355	483	590
DeSoto, Hardee, Highlands	442	545	764	940
Duval	567	1,490	2,487	1,385
Escambia	269	1,004	996	495
Flagler	172	509	548	423
Franklin	21	89	99	77
Gadsden, Leon, Wakulla	82	191	182	118
Hendry	42	105	116	142
Hernando	152	229	150	14
Hillsborough	456	1,258	1,919	1,400
Indian River, Martin, Okeechobee, St. Lucie	583	989	1,051	911
Lake, Sumter	249	574	580	401
Lee	323	900	923	697
Madison	61	147	143	72
Manatee	647	2,059	2,551	1,907
Marion	379	1,109	1,062	943
Miami-Dade	566	2,099	3,577	2,017

EXHIBIT D

STUDENTS MENTORED/MENTEES SERVED (QUARTERLY FLDOE GRANT DELIVERABLE)

Quarterly Objective: At least 3,000 students will be mentored during Quarter 1; at least 5,450 students will be mentored during Quarter 2; at least 5,600 students will be mentored during Quarter 3; and at least 5,000 students will be mentored during Quarter 4.

Progress: Exceeded

A total of **5,503** students were mentored during Quarter 1, exceeding the target by 2,503. A total of **6,888** students were mentored during Quarter 2, exceeding the target for students mentored by 1,438. A total of **7,201** students were mentored during Quarter 3, exceeding the target for students mentored by 1,601. A total of **7,345** students were mentored during Quarter 4, exceeding the target for students mentored by 2,345. These numbers exceeded the objective for students mentored for Quarters 1-4 (Table 13).

Table 13. Number of Students Mentored/Mentees Served*

County/Region	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Alachua	231	256	253	251
Baker, Columbia, Dixie, Gilchrist, Union	91	124	123	109
Bay	20	32	26	22
Bradford	23	26	33	33
Brevard	156	172	171	166
Broward	72	110	145	154
Calhoun, Holmes, Jackson, Liberty, Washington	46	56	56	52
Charlotte	23	33	37	30
Citrus	33	36	36	38
Clay	52	52	56	58
Collier - Champions for Learning	138	150	152	173
Collier - Immokalee Foundation	73	80	90	114
DeSoto, Hardee, Highlands	105	116	130	158
Duval	205	292	331	288
Escambia	134	165	165	156
Flagler	69	80	88	85
Franklin	10	15	15	15
Gadsden, Leon, Wakulla	29	31	32	31
Hendry	13	21	22	29
Hernando	32	32	32	8
Hillsborough	188	275	291	288
Indian River, Martin, Okeechobee, St. Lucie	160	172	164	218
Lake, Sumter	104	109	107	106
Lee	122	172	167	219
Madison	24	24	24	23
Manatee	227	328	342	349
Marion	162	195	192	241
Miami-Dade	184	294	351	333
Monroe	220	342	350	349
Nassau	141	142	171	176

EXHIBIT D

College Success Coaching

Take Stock in Children requires that College Success Coaches visit twice per semester with students in 11th and 12th grade and once per semester with students in 6th through 10th grade. Key Performance Indicators (KPIs) are used at each Take Stock affiliate site to measure compliance with these requirements (see Table 14).

DELIVERABLE 7: STUDENTS MEETING THE COLLEGE SUCCESS COACH VISIT KPI REQUIREMENT

End of Year Objective: College Success Coach visits will average 1 per semester for grades 6-10, and 2 per semester for grades 11-12. The Take Stock in Children program is expected to achieve at least 85% of the objective by the end of the grant year.

Progress: Exceeded

An average of **98%** of Take Stock in Children program students (grades 6-12) received the annual dosage of target services during the grant year (Table 14).

Table 14. Students in Grades 6-12 Meeting College Success Coach Visit KPI Requirements by County/Region*

County/Region	# of Students Meeting KPI	Total Number of Students*	% of Students
Alachua	260	261	100%
Baker, Columbia, Dixie, Gilchrist, Union	122	124	98%
Bay	6	38	16%
Bradford	34	34	100%
Brevard	174	174	100%
Broward	162	162	100%
Calhoun, Holmes, Jackson, Liberty, Washington	65	65	100%
Charlotte	42	44	95%
Citrus	40	40	100%
Clay	58	58	100%
Collier - Champions for Learning	180	180	100%
Collier - Immokalee Foundation	118	119	99%
DeSoto, Hardee, Highlands	153	168	91%
Duval	355	368	96%
Escambia	168	168	100%
Flagler	94	94	100%
Franklin	15	15	100%
Gadsden, Leon, Wakulla	32	32	100%
Hendry	29	30	97%
Hernando	35	35	100%
Hillsborough	313	314	100%
Indian River, Martin, Okeechobee, St. Lucie	225	225	100%
Lake, Sumter	109	109	100%
Lee	181	186	97%
Madison	25	25	100%

EXHIBIT D

College Readiness Workshops

Take Stock in Children local affiliate programs are responsible for designing and coordinating workshops to prepare students for the requirements of preparing for, applying to, attending, and succeeding in postsecondary experiences. Local affiliate programs are required to conduct at least four College Readiness Workshops per year.

DELIVERABLE 8: COLLEGE READINESS WORKSHOPS

End of Year Objective: A total of 4 college readiness workshops will be conducted at each site per year (including 2 sessions focused on college readiness and financial aid procedures for seniors), plus a new student orientation where applicable. The Take Stock in Children program is expected to achieve at least 85% of each objective by the end of the grant year.

Progress: Exceeded

45 sites (100%) offered five (5) or more College Readiness Workshops during Quarters 1-4 as described in Table 15; forty-five (45) sites (100%) offered New Student Orientation by the end of the grant year (Table 16).

Table 15. Number of College Readiness Workshops Conducted*

County/Region	Quarters 1-4
Alachua	11
Baker, Columbia, Dixie, Gilchrist, Union	15
Bay	8
Bradford	6
Brevard	11
Broward	11
Calhoun, Holmes, Jackson, Liberty, Washington	10
Charlotte	7
Citrus	14
Clay	9
Collier - Champions for Learning	11
Collier - Immokalee Foundation	34
DeSoto, Hardee, Highlands	11
Duval	12
Escambia	10
Flagler	18
Franklin	9
Gadsden, Leon, Wakulla	7
Hendry	6
Hernando	12
Hillsborough	13
Indian River, Martin, Okeechobee, St. Lucie	11
Lake, Sumter	20
Lee	15
Madison	5
Manatee	11

EXHIBIT D

Marion	9
Miami-Dade	10
Monroe	23
Nassau	16
Okaloosa	12
Orange	13
Osceola	11
Palm Beach	18
Pasco	11
Pinellas	8
Polk	11
Putnam	11
Santa Rosa	7
Sarasota	12
Seminole	6
St. Johns	6
Suwannee	7
Volusia	9
Walton	8
Total	**515**

**The data presented reflects all measures year-to-date and includes some previously unreported data. This is due to late data entry by some programs after the quarter had closed.*

Table 16. College Readiness Workshops by Topic*

County/Region	FAFSA/ Financial Aid	Senior College Prep	College Readiness	New Student Orientation
Alachua	2	2	6	1
Baker, Columbia, Dixie, Gilchrist, Union	1	1	12	1
Bay	1	0	6	1
Bradford	1	1	3	1
Brevard	1	2	7	1
Broward	1	1	8	1
Calhoun, Holmes, Jackson, Liberty, Washington	1	3	5	1
Charlotte	1	1	4	1
Citrus	1	2	8	3
Clay	1	2	5	1
Collier - Champions for Learning	2	2	6	1
Collier - Immokalee Foundation	2	2	29	1
DeSoto, Hardee, Highlands	1	2	6	2
Duval	1	2	7	2
Escambia	1	1	5	3
Flagler	1	4	12	1
Franklin	2	1	5	1
Gadsden, Leon, Wakulla	1	1	4	1
Hendry	1	1	3	1
Hernando	1	1	9	1
Hillsborough	2	1	6	4

EXHIBIT D

Training for Mentors and Staff

Both the State Office of Take Stock in Children and their affiliate organizations provide regular and periodic development sessions for affiliate staff and training for mentors in order to assist these key stakeholders in supporting student college readiness efforts.

MENTORING TRAINING (QUARTERLY FLDOE GRANT DELIVERABLE)

Quarterly Objective: At least 31 sites will conduct mentor trainings during Quarter 1 and Quarter 2 respectively, as reported to the Take Stock in Children State Office. At least 26 sites will conduct mentor trainings during Quarter 3, and at least 25 sites will conduct mentor trainings during Quarter 4.

Progress: On Track

A total of 45 sites conducted mentor trainings during Quarter 1, 42 sites in Quarter 2, 44 sites in Quarter 3, 39 sites in Quarter 4, exceeding the objective for quarterly mentor training (Table 17).

Table 17. Sites Conducting Mentor Training by County/Region (Yes/No)

County/Region	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Alachua	Yes	Yes	Yes	Yes
Baker, Columbia, Dixie, Gilchrist, Union	Yes	Yes	Yes	Yes
Bay	Yes	Yes	Yes	Yes
Bradford	Yes	Yes	Yes	Yes
Brevard	Yes	Yes	Yes	No
Broward	Yes	Yes	Yes	Yes
Calhoun, Holmes, Jackson, Liberty, Washington	Yes	Yes	Yes	Yes
Charlotte	Yes	Yes	Yes	No
Citrus	Yes	Yes	Yes	Yes
Clay	Yes	Yes	Yes	Yes
Collier - Champions for Learning	Yes	Yes	Yes	Yes
Collier - Immokalee Foundation	Yes	Yes	Yes	Yes
DeSoto, Hardee, Highlands	Yes	Yes	Yes	Yes
Duval	Yes	Yes	Yes	Yes
Escambia	Yes	Yes	Yes	Yes
Flagler	Yes	Yes	Yes	Yes
Franklin	Yes	Yes	Yes	No
Gadsden, Leon, Wakulla	Yes	Yes	Yes	Yes
Hendry	Yes	Yes	Yes	Yes
Hernando	Yes	No	Yes	No
Hillsborough	Yes	Yes	Yes	Yes
Indian River, Martin, Okeechobee, St. Lucie	Yes	Yes	Yes	Yes
Lake, Sumter	Yes	Yes	Yes	Yes
Lee	Yes	Yes	Yes	Yes

EXHIBIT D

DELIVERABLE 10: Student Academic Performance

End of Year Objective: 90% of Take Stock in Children student program participants will improve or maintain satisfactory academic performance as evidenced by Semester 1 and 2 student GPA reported on student report cards.

Progress: ***Exceeded***
An average of 99% of students had an unweighted Semester 1 GPA above 2.0. An average of 99% of students had an unweighted Semester 2 GPA above 2.0. The average unweighted Semester 1 and Semester 2 GPA across the network is 3.34 (Table 19).

Table 19. Student Unweighted GPA for Semesters 1 and 2

County/Region	% of Students Above 2.0 GPA (S1 Unweighted)	% of Students Above 2.0 GPA (S1 Unweighted)	Average S1 and S2 GPA
Alachua	100%	100%	3.38
Baker, Columbia, Dixie, Gilchrist, Union	100%	98%	3.33
Bay	100%	100%	3.38
Bradford	100%	100%	3.41
Brevard	99%	100%	3.31
Broward	96%	93%	3.23
Calhoun, Holmes, Jackson, Liberty, Washington	95%	96%	3.24
Charlotte	100%	98%	3.39
Citrus	100%	100%	3.32
Clay	100%	100%	3.36
Collier - Champions for Learning	99%	99%	3.39
Collier - Immokalee Foundation	100%	100%	3.43
DeSoto, Hardee, Highlands	98%	96%	3.34
Duval	97%	98%	3.03
Escambia	99%	100%	3.48
Flagler	96%	98%	3.04
Franklin	100%	100%	3.51
Gadsden, Leon, Wakulla	100%	100%	3.46
Hendry	96%	100%	3.57
Hernando	100%	100%	3.18
Hillsborough	96%	98%	3.21
Indian River, Martin, Okeechobee, St. Lucie	98%	100%	3.46
Lake, Sumter	98%	100%	3.45
Lee	99%	98%	3.50
Madison	100%	100%	3.42
Manatee	99%	99%	3.42
Marion	100%	100%	3.29
Miami-Dade	98%	98%	3.15
Monroe	100%	99%	3.44
Nassau	100%	99%	3.52
Okaloosa	100%	98%	3.17
Orange	99%	99%	3.19
Osceola	93%	93%	3.48

EXHIBIT D

DELIVERABLE 11: Student Attendance

End of Year Objective: 90% of Take Stock in Children student program participants will improve or maintain satisfactory school attendance as evidenced by Semester 1 and 2 student attendance records reported on student report cards.

Progress: *Exceeded*
A total of 92% of students had 17 or less unexcused absences during the grant year (Table 20).

Table 20. Student Unexcused Absences*

County/Region	Students with >17 unexcused absences		Students with ≤17 unexcused absences	
	#	%	#	%
Alachua	11	4%	239	96%
Baker, Columbia, Dixie, Gilchrist, Union	8	7%	109	93%
Bay	3	8%	33	92%
Bradford	0	0%	34	100%
Brevard	17	10%	145	90%
Broward	2	2%	118	98%
Calhoun, Holmes, Jackson, Liberty, Washington	17	33%	34	67%
Charlotte	1	2%	43	98%
Citrus	2	6%	34	94%
Clay	5	10%	43	90%
Collier - Champions for Learning	7	5%	140	95%
Collier - Immokalee Foundation	1	1%	81	99%
DeSoto, Hardee, Highlands	1	1%	123	99%
Duval	55	19%	242	81%
Escambia	2	1%	132	99%
Flagler	6	7%	76	93%
Franklin	3	30%	7	70%
Gadsden, Leon, Wakulla	1	4%	22	96%
Hendry	3	13%	21	88%
Hernando	1	4%	27	96%
Hillsborough	13	5%	269	95%
Indian River, Martin, Okeechobee, St. Lucie	14	8%	151	92%
Lake, Sumter	10	10%	93	90%
Lee	9	5%	171	95%
Madison	3	14%	19	86%
Manatee	20	6%	310	94%
Marion	16	8%	175	92%
Miami-Dade	11	4%	258	96%
Monroe	21	6%	306	94%
Nassau	4	3%	132	97%
Okaloosa	1	2%	58	98%
Orange	55	17%	277	83%
Osceola	0	0%	28	100%
Palm Beach	90	15%	511	85%

EXHIBIT D

DELIVERABLE 12: Program Graduation Rate

End of Year Objective: 90% of seniors will successfully complete the Take Stock in Children program (meeting all Take Stock in Children standards to maintain satisfactory GPA/attendance, remain crime/ drug free), and graduate from high school as evidenced by school district academic records.

Progress: Exceeded

The Take Stock in Children program completion rate for the 2024-2025 grant year was 99%, with a total of 1,675 students completing the Take Stock program (Table 21).

Table 21. Take Stock in Children Program Graduation Rates

County/Region	Total Number of Program Graduates		
	Completed	Dismissed/ Noncomplete	% Completed
Alachua	51	1	98%
Baker, Columbia, Dixie, Gilchrist, Union	27	0	100%
Bay	14	0	100%
Bradford	7	0	100%
Brevard	41	0	100%
Broward	31	1	97%
Calhoun, Holmes, Jackson, Liberty, Washington	13	0	100%
Charlotte	9	0	100%
Citrus	8	0	100%
Clay	9	1	90%
Collier - Champions for Learning	47	1	98%
Collier - Immokalee Foundation	28	0	100%
DeSoto, Hardee, Highlands	19	0	100%
Duval	93	2	98%
Escambia	26	1	96%
Flagler	16	0	100%
Franklin	5	0	100%
Gadsden, Leon, Wakulla	5	0	100%
Hendry	6	0	100%
Hernando	8	0	100%
Hillsborough	65	0	100%
Indian River, Martin, Okeechobee, St. Lucie	47	3	94%
Lake, Sumter	33	0	100%
Lee	42	0	100%
Madison	9	0	100%
Manatee	56	0	100%
Marion	44	0	100%
Miami-Dade	100	1	99%
Monroe	81	0	100%
Nassau	27	0	100%
Okaloosa	17	0	100%
Orange	72	0	100%
Osceola	10	0	100%

EXHIBIT D

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	B. Board Members
DEPARTMENT:	Board Member - District 3

Agenda Item Number:	B-1.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Establishing Safe and Responsible Device Use for Students

REQUESTED ACTION:

Direct the Superintendent to: (1) Ensure that Linewize is implemented to catch any concerning student use of school devices and that they are sent to DSOC in real time. (2) Limit the screen time of VPK-through 2nd grade students to only what is necessary for state-mandated testing and/or accommodations for students with special needs. (3) Ensure that the AI policy and related technology policies coming to the School Board on August 4, 2026, include the maximum limitation on device and AI use for our elementary school-level students. (Leonardi)

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

Executive Summary

FINANCIAL IMPACT:

There is no immediate budget impact associated with this item. Any future budget impact would be brought back to the Board for consideration.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A **OR** • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	John J. Sullivan	Phone:	754-321-2616
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

John J. Sullivan, Chief of Staff and Communications

Signature

John J. Sullivan, Chief of Staff and Communications

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: School Board Chair

For more information, please contact:

Name: John J. Sullivan
Title: Chief of Staff
Phone: 754-321-2616

EXECUTIVE SUMMARY

Establishing Safe and Responsible Device Use for Students

Board Meeting Date: July 28, 2026

Requested Action: Direct the Superintendent to establish the following guardrails around safe technology use in our schools:

Motion 1: Ensure that Linewize is implemented to catch any concerning student use (such as suicidal ideation, self-harm, or violence) of school devices (including on any AI platforms) and that they are sent to DSOC in real time.

Motion 2: Limit the screen time of VPK-through 2nd grade students to only what is necessary for state-mandated testing and/or accommodations for students with special needs.

Motion 3: Ensure that the AI policy and related technology policies coming to the School Board on August 4, 2026, include the maximum limitation on device and AI use for our elementary school-level students. The appropriate District staff will be available to address questions and concerns related to that maximum limitation.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: Leonardi	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	• The Superintendent will be directed to establish guardrails for safe and responsible student device use in schools. This will include ensuring Linewize is implemented to identify concerning student activity on school devices, including activity related to suicidal ideation, self-harm, violence, or concerning use on AI platforms, and that such alerts are sent to the District Security Operations

	Center in real time. The Superintendent will also be directed to limit VPK through grade 2 student screen time to what is necessary for state-mandated testing and/or accommodations for students with special needs, and to ensure that the AI policy and related technology policies scheduled to come before the Board include maximum limitations on device and AI use for elementary school-level students..
If the School Board votes "No"	• The Superintendent will not be directed to establish the proposed additional guardrails around safe and responsible student device use at this time. As a result, the District may continue operating under existing technology, device-use, student safety, and instructional practices without the specific Board direction outlined in this item, including real-time escalation of concerning student device activity to the District Security Operations Center, screen-time limitations for VPK through grade 2 students, and maximum limitations on device and AI use for elementary school-level students in the forthcoming AI and related technology policies. • A "No" vote may delay the District's ability to establish consistent, age-appropriate expectations for student technology use and may limit the opportunity to address Board and community concerns related to student safety, developmental appropriateness, screen time, and responsible use of artificial intelligence in schools.
Alignment to the 2027 Strategic Goals and Guardrails	• Board/District Operations
Measurable Outcome(s)/Return on Investment	• The measurable outcomes include implementation of real-time monitoring and escalation protocols for concerning student use of school devices, reduced nonessential screen time for VPK through grade 2 students, and the inclusion of clear limitations on device and AI use for elementary school-level students in the forthcoming AI policy and related technology policies. The return on investment is increased student safety, improved oversight of school-issued device use, stronger alignment between technology use and instructional necessity, and clearer expectations for age-appropriate student access to digital tools and AI platforms.

Background/History

During the 2025-2026 school year, a series of roundtables were conducted to discuss the use of technology in schools. Feedback was received from District 3 parents, high school students, and middle school students, and one barrier consistently identified was lack of access to Wi-Fi at home. Other school districts have taken different approaches to providing that access to students, and to support equity and access, it is important for BCPS to continue exploring ways to address technology-related barriers for students and families.

At the same time, as technology continues to expand in educational settings, school districts are increasingly required to evaluate not only student access to digital tools, but also how devices, online platforms, and artificial intelligence tools are introduced and used in schools. While technology can support instruction, access to learning resources, individualized student needs, and academic engagement, its use must be balanced with student safety, privacy, age-appropriate development, and the instructional needs of each grade level.

The proposed item reflects the Board's interest in establishing clearer guardrails around safe and responsible technology use in schools, particularly for younger students and for student-facing artificial intelligence tools. The requested action directs the Superintendent to ensure that Linewize is implemented to identify concerning student use of school devices, including activity related to suicidal ideation, self-harm, violence, or concerning use on AI platforms, and that such alerts are sent to the District Security Operations Center in real time.

This item also recognizes that elementary students, particularly students in VPK through grade 2, may require additional safeguards due to their developmental stage and the importance of direct instruction, social interaction, early literacy development, and hands-on learning experiences. Accordingly, the requested action seeks to limit screen time for VPK through grade 2 students to only what is necessary for state-mandated testing and/or accommodations for students with special needs.

In addition, the requested action directs that the AI policy and related technology policies scheduled to come before the Board include the maximum limitation on device and AI use for elementary school-level students. Staff will also be available to address Board questions and concerns related to those limitations and the operational considerations associated with implementation.

Together, these proposed guardrails are intended to ensure that student technology use is implemented in a manner that is equitable, age-appropriate, instructionally necessary, and aligned with student safety, privacy, and developmental considerations. The requested action will provide directions to the Superintendent to evaluate implementation needs, identify operational considerations, and support a plan for safe and responsible technology use across schools.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	**Piggyback Agreement** (Yes/No): **Acquisition Method**:N/A

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. There is no immediate budget impact associated with this item. There is no immediate budget impact associated with this item. Any potential future budget impact would be brought forward through the appropriate budget approval process before implementation, as applicable.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	This item is intended to support schools by establishing clearer parameters for safe and responsible student technology use. Schools will benefit from improved processes for identifying and escalating concerning student activity on school devices, particularly where safety risks such as self-harm, suicidal ideation, or violence may be present. The item also supports elementary schools by limiting screen time for the District's youngest learners to required testing needs and approved accommodations, while allowing schools to maintain access to technology when it is instructionally necessary, legally required, or needed to support students with special needs.
School Selection /Prioritization	This item applies Districtwide and is not limited to a specific school or group of schools. The proposed guardrails are intended to support safe and responsible technology use across all schools, with specific emphasis on age-appropriate limitations for elementary school-level students and VPK through grade 2 students. Prioritization will focus on student safety, developmental appropriateness, instructional necessity, state-mandated testing requirements, accommodations for students with special needs, and the implementation of real-time monitoring and escalation procedures for concerning student device activity. Schools serving younger students may require additional implementation guidance to ensure device and AI use is limited, consistent, and aligned with Board direction.
Community/ Stakeholder Engagement	N/A

End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	This item does not request the purchase of new technology, capital equipment, or replacement devices. The proposed action focuses on establishing guardrails for the safe and responsible use of existing District technology. Any future technology or capital considerations would be dependent on the Superintendent's implementation review, including whether existing systems, monitoring tools, network capabilities, reporting processes, or device-management platforms require updates to fully support real-time safety notifications, age-appropriate access limitations, and implementation of Board-approved AI and technology policies. Any future costs or lifecycle considerations would be addressed through the appropriate technology, safety, instructional, or capital planning processes, as applicable.

Additional Backup:
Executive Summary

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	F. Financial Management
DEPARTMENT:	Accounting & Financial Reporting

Agenda Item Number:	F-1.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Surplus of Tangible Personal Property for the Period Ended May 31, 2026

REQUESTED ACTION:

Approve the Surplus of Tangible Personal Property for the Period Ended May 31, 2026. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Surplus Report May 2026

FINANCIAL IMPACT:

There is no additional financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir Johnson	Phone:	754-321-1990
Name:	Carlos Gomez	Phone:	754-321-2270

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jun 25, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Romaneir Johnson
Title: Chief Financial Officer
Phone: 754-321-1990

EXECUTIVE SUMMARY

Surplus of Tangible Personal Property for the Period Ended May 31, 2026

Board Meeting Date: July 28, 2026

Requested Action: Approve the Surplus of Tangible Personal Property for the Period Ended May 31, 2026.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Policy 3024: Property Accountability and Responsibility.
Statutory Requirement	• Florida Statute 274.07.
If the School Board votes "Yes"	• The District will be following statutory requirements per Florida Statute 274.07.
If the School Board votes "No"	• The District will continue to carry obsolete Tangible Personal Property in the District's financial records and the District will be out of compliance with statutory requirements per Florida Statute 274.07.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations.
Measurable Outcome(s)/Return on Investment	• There is no Return on Investment since these items have zero and/or minimal book value and in most cases exceeded their useful life. Per Florida Statute 274.07, proper and timely disposition of the District's surplus of Tangible Personal Property is required.

Background/History

The surpluses of tangible personal property shall be submitted to the Board pursuant to Florida Statute 274.07, which requires "the disposal of property shall be recorded in the minutes of the governmental unit." This item includes a Surplus of Tangible Personal Property for the period ended May 31, 2026, with a net book value of $761.72. The net book value is an accounting term used to describe the cost of an asset, less accumulated depreciation, or amortization. Items recommended for a surplus are reviewed and approved by the Surplus Committee. All items will be disposed of as prescribed by law.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	**Piggyback Agreement** (Yes/No): N/A **Acquisition Method**: N/A

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

- There is no financial impact to the District.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
N/A	N/A	N/A

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
FY26	N/A	N/A	N/A	N/A
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	
FY27	N/A	N/A	N/A	

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	N/A
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup: Surplus Report is attached.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : May 31st, 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
18-01928	110000011541	Recordex SimplicityTouch 70in HD interac	ST-700T-011142	1	10/25/2017	4,498.00	011A	0641	5/31/2026	G	9	7	(4,498.00)	-
S17038683	440000209613	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP15Z8AZ	1	2/3/2017	899.00	044D	0641	5/31/2026	G	9	5	(899.00)	-
21-31556	440000283699	ThinkPad L14 Gen1 20U2S0NF00	PF1WFLLB	1	10/1/2020	478.50	044A	0641	5/31/2026	G	6	5	(478.50)	-
S17038686	440000209616	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP15Z5G6	1	2/3/2017	899.00	044D	0641	5/31/2026	G	9	5	(899.00)	-
21-21047	440000273190	LENOVO THINKPAD L13 i5 (1F i5 TOUCH)	R90Z748D	1	10/9/2020	622.50	044A	0641	5/31/2026	G	6	5	(622.50)	-
16-01611	200000011846	Petal Exerciser Desk KC-757	32910048	1	10/16/2015	1,374.50	020A	3291	5/31/2026	T	11	10	(1,374.50)	-
998102596	180000000972	LOADER, FRONT END BOBCAT	525020930	1	5/3/2005	22,340.10	018A	9608	5/31/2026	T	21	7	(22,340.10)	-
998102597	180000000973	LOADER, FRONT END BOBCAT	525020745	1	5/3/2005	22,340.10	018A	9608	5/31/2026	T	21	7	(22,340.10)	-
998102598	180000000974	LOADER, FRONT END BOBCAT	525020836	1	5/3/2005	22,340.10	018A	9608	5/31/2026	T	21	7	(22,340.10)	-
998102599	180000000975	LOADER, FRONT END BOBCAT	525020740	1	5/3/2005	22,340.10	018A	9608	5/31/2026	T	21	7	(22,340.10)	-
998104670	090000000761	TORO VERSA VAC COMBINATION DECK	280000179	1	10/1/2008	20,814.13	009A	9608	5/31/2026	T	18	10	(20,814.13)	-
998102578	180000000853	"LOADER, BACKHOE NEW CATERPILLAR 4300"	CAT0430DCBML05103	1	6/15/2015	63,374.02	018A	9608	5/31/2026	T	11	7	(63,374.02)	-
09-12881	180000000267	EXCAVATOR COMPACT BOBCAT W/ATTACHMENTS	AAC511337	1	6/30/2009	21,966.00	018A	9608	5/31/2026	T	17	7	(21,966.00)	-
11-01292	130000001172	SCOTSMAN 3000LB ICE MACHINE	10051320012168	1	10/11/2010	3,495.00	013A	3861	5/31/2026	T	16	7	(3,495.00)	-
21-59378	440000311518	LENOVO 300E (1B CELERON TOUCH)	R911GJXX	1	3/29/2021	237.50	044A	0641	5/31/2026	G	5	5	(237.50)	-
S17038602	440000209532	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP15Z6XW	1	2/3/2017	899.00	044D	0641	5/31/2026	G	9	5	(899.00)	-
S17038603	440000209533	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP15Z9NX	1	2/3/2017	899.00	044D	0641	5/31/2026	G	9	5	(899.00)	-
S17038606	440000209536	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP15YXMB	1	2/3/2017	899.00	044D	0641	5/31/2026	G	9	5	(899.00)	-
S17038663	440000209593	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP15Z9JC	1	2/3/2017	899.00	044D	0641	5/31/2026	G	9	5	(899.00)	-
S17038552	440000209482	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP15Z12Z	1	2/3/2017	899.00	044D	0641	5/31/2026	G	9	5	(899.00)	-
09-82939	110000002897	Promethean Board	5270482155	1	7/23/2008	1,677.00	011A	0641	5/31/2026	T	18	7	(1,677.00)	-
09-12261	110000002328	ACTIVBOARD ON STAND	0812992278	1	7/23/2008	1,677.00	011A	0641	5/31/2026	T	18	7	(1,677.00)	-
17-03285	110000009270	SIMPLICITYTOUCH 70IN W/COLLAB SUITE	ST-700-008284	1	6/6/2017	6,350.63	011A	0641	5/31/2026	G	9	7	(6,350.63)	-
17-03771	110000009756	RECORDEX SIMPLICITY TOUCH 70IN BOARD	ST-700UZ-014044	1	6/6/2017	4,498.00	011A	0641	5/31/2026	G	9	7	(4,498.00)	-
R98-90804	130000008308	Oven, Garland MCO-ES-10-S, Single	NONE	1	5/23/2012	4,650.00	013A	1711	5/31/2026	G	14	7	(4,650.00)	-
16-00378	130000002356	Steamer, Groen HY-6G, L P Gas	J170177-1-1	1	7/29/2015	11,700.00	013A	1421	5/31/2026	T	11	7	(11,700.00)	-
R09-83648	130000005246	Mixer, Hobart HL300, 30 qt	31-1405-336	1	8/19/2008	5,802.95	013A	1621	5/31/2026	G	18	7	(5,802.95)	-
19-01016	130000004735	Ice machine, Scotsman C0322MA-1E	18061320015235	1	9/14/2018	2,599.00	013A	5641	5/31/2026	T	8	7	(2,599.00)	-
19-01044	130000004756	Ice Machine, Scotsman C0322MA-1E	18051320013417	1	9/20/2018	2,599.00	013A	9613	5/31/2026	T	8	7	(2,599.00)	-
19-01504	130000004795	Ice Machine, Scotsman C0322MA-1E	18081320010977	1	11/9/2018	2,599.00	013A	9613	5/31/2026	T	8	7	(2,599.00)	-
19-01812	130000004852	Ice Machine, Scotsman C0322MA-1E	18101320015786	1	12/21/2018	2,599.00	013A	9613	5/31/2026	T	7	7	(2,599.00)	-
17-02458	440000219256	ON2000RM/FM EXT RUN TIM 1900VA UPS	1710008	1	4/26/2017	2,076.26	044A	3041	5/31/2026	G	9	5	(2,076.26)	-
21-04238	440000256311	LENOVO L390 YOGA (1i i7 LIGHTWEIGHT)	R90XSD9E	1	8/17/2020	864.50	044A	1751	5/31/2026	G	6	5	(864.50)	-
21-04239	440000256312	LENOVO L390 YOGA (1i i7 LIGHTWEIGHT)	R90XSDBC	1	8/17/2020	864.50	044A	1751	5/31/2026	G	6	5	(864.50)	-
21-04241	440000256314	LENOVO L390 YOGA (1i i7 LIGHTWEIGHT)	R90XSDAJ	1	8/17/2020	864.50	044A	1751	5/31/2026	G	6	5	(864.50)	-
21-04242	440000256315	LENOVO L390 YOGA (1i i7 LIGHTWEIGHT)	R90XSDAN	1	8/17/2020	864.50	044A	1751	5/31/2026	G	6	5	(864.50)	-
21-04245	440000256318	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YBF3J	1	8/17/2020	622.50	044A	1751	5/31/2026	G	6	5	(622.50)	-
21-04247	440000256320	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YBF7M	1	8/17/2020	622.50	044A	1751	5/31/2026	G	6	5	(622.50)	-
21-04248	440000256321	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YBF89	1	8/17/2020	622.50	044A	1751	5/31/2026	G	6	5	(622.50)	-
21-04250	440000256323	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YBF71	1	8/17/2020	622.50	044A	1751	5/31/2026	G	6	5	(622.50)	-
21-04251	440000256324	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YBF7C	1	8/17/2020	622.50	044A	1751	5/31/2026	G	6	5	(622.50)	-
21-04252	440000256325	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YBF5Z	1	8/17/2020	622.50	044A	1751	5/31/2026	G	6	5	(622.50)	-
21-04253	440000256326	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YBF77	1	8/17/2020	622.50	044A	1751	5/31/2026	G	6	5	(622.50)	-
21-04257	440000256330	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YBF4L	1	8/17/2020	622.50	044A	1751	5/31/2026	G	6	5	(622.50)	-
21-04264	440000256337	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YBF69	1	8/17/2020	622.50	044A	1751	5/31/2026	G	6	5	(622.50)	-
21-04265	440000256338	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YBF7J	1	8/17/2020	622.50	044A	1751	5/31/2026	G	6	5	(622.50)	-
21-04266	440000256339	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YBF5E	1	8/17/2020	622.50	044A	1751	5/31/2026	G	6	5	(622.50)	-
21-04269	440000256342	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YBF42	1	8/17/2020	622.50	044A	1751	5/31/2026	G	6	5	(622.50)	-
21-04270	440000256343	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YBF4K	1	8/17/2020	622.50	044A	1751	5/31/2026	G	6	5	(622.50)	-
21-04271	440000256344	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YBF73	1	8/17/2020	622.50	044A	1751	5/31/2026	G	6	5	(622.50)	-
21-04272	440000256345	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YBF3R	1	8/17/2020	622.50	044A	1751	5/31/2026	G	6	5	(622.50)	-
21-04274	440000256347	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YBF4C	1	8/17/2020	622.50	044A	1751	5/31/2026	G	6	5	(622.50)	-
21-04276	440000256349	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YBF3Z	1	8/17/2020	622.50	044A	1751	5/31/2026	G	6	5	(622.50)	-
21-04277	440000256350	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YBF4R	1	8/17/2020	622.50	044A	1751	5/31/2026	G	6	5	(622.50)	-
21-04278	440000256351	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YBF4N	1	8/17/2020	622.50	044A	1751	5/31/2026	G	6	5	(622.50)	-
21-04281	440000256354	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YBF4J	1	8/17/2020	622.50	044A	1751	5/31/2026	G	6	5	(622.50)	-
21-04282	440000256355	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YBF4B	1	8/17/2020	622.50	044A	1751	5/31/2026	G	6	5	(622.50)	-
21-04284	440000256357	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y38CP	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04308	440000256381	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y30Q4	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04317	440000256390	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y38E6	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04319	440000256392	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y38KK	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04321	440000256394	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y30T3	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04329	440000256402	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y30WZ	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : May 31st, 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
21-04336	440000256409	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y30QG	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04348	440000256421	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y38FL	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04363	440000256436	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y38GN	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04364	440000256437	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y38FN	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04368	440000256441	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y38JH	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04371	440000256444	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y31GR	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04379	440000256452	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y33BP	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04389	440000256462	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y38N7	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04401	440000256474	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y33DT	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04402	440000256475	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y31DY	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04409	440000256482	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y38K0	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04414	440000256487	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y38NZ	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04435	440000256508	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y33ED	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04438	440000256511	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y31A5	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04441	440000256514	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y31GL	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04466	440000256539	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y33GE	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04468	440000256541	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFA1D	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04475	440000256548	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y31GJ	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04481	440000256554	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y31EW	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04491	440000256564	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y33E7	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04492	440000256565	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y33B9	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04504	440000256577	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y33FZ	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04531	440000256604	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y31BR	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04543	440000256616	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y30V1	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04549	440000256622	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y30WK	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04559	440000256632	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y30Z0	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04562	440000256635	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90YPWBV	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04565	440000256638	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90YPWBR	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04566	440000256639	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90YPWB6	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04567	440000256640	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90YPWB9	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04572	440000256645	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90YPWBH	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04579	440000256652	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90YPWC2	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04584	440000256657	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90YPWAZ	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-04590	440000256663	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90YPWBX	1	8/17/2020	463.50	044A	1751	5/31/2026	G	6	5	(463.50)	-
21-55695	440000307835	LENOVO 300E 2ND GEN (AMD) TOUCH	R911ANWP	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55701	440000307841	LENOVO 300E 2ND GEN (AMD) TOUCH	R911ANSB	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55711	440000307851	LENOVO 300E 2ND GEN (AMD) TOUCH	R911ANZE	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55726	440000307866	LENOVO 300E 2ND GEN (AMD) TOUCH	R911ANSK	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55729	440000307869	LENOVO 300E 2ND GEN (AMD) TOUCH	R911ANYE	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55741	440000307881	LENOVO 300E 2ND GEN (AMD) TOUCH	R911ANZK	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55751	440000307891	LENOVO 300E 2ND GEN (AMD) TOUCH	R911AP1M	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55752	440000307892	LENOVO 300E 2ND GEN (AMD) TOUCH	R911ANSD	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55757	440000307897	LENOVO 300E 2ND GEN (AMD) TOUCH	R911ANTY	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55758	440000307898	LENOVO 300E 2ND GEN (AMD) TOUCH	R911ANVV	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55762	440000307902	LENOVO 300E 2ND GEN (AMD) TOUCH	R911AP1K	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55774	440000307914	LENOVO 300E 2ND GEN (AMD) TOUCH	R911ANXF	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55780	440000307920	LENOVO 300E 2ND GEN (AMD) TOUCH	R911ANW4	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55783	440000307923	LENOVO 300E 2ND GEN (AMD) TOUCH	R911ANWR	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55785	440000307925	LENOVO 300E 2ND GEN (AMD) TOUCH	R911AP1G	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55792	440000307932	LENOVO 300E 2ND GEN (AMD) TOUCH	R911ANY0	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55811	440000307951	LENOVO 300E 2ND GEN (AMD) TOUCH	R911ANY9	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55815	440000307955	LENOVO 300E 2ND GEN (AMD) TOUCH	R911AP1J	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55820	440000307960	LENOVO 300E 2ND GEN (AMD) TOUCH	R911AP07	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55821	440000307961	LENOVO 300E 2ND GEN (AMD) TOUCH	R911AP0K	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55828	440000307968	LENOVO 300E 2ND GEN (AMD) TOUCH	R911ANZ0	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55834	440000307974	LENOVO 300E 2ND GEN (AMD) TOUCH	R911ANZ2	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55838	440000307978	LENOVO 300E 2ND GEN (AMD) TOUCH	R911ANVN	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55841	440000307981	LENOVO 300E 2ND GEN (AMD) TOUCH	R911AP1Q	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55842	440000307982	LENOVO 300E 2ND GEN (AMD) TOUCH	R911ANWN	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55843	440000307983	LENOVO 300E 2ND GEN (AMD) TOUCH	R911ANZM	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55848	440000307988	LENOVO 300E 2ND GEN (AMD) TOUCH	R911ANX8	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55852	440000307992	LENOVO 300E 2ND GEN (AMD) TOUCH	R911AP10	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55856	440000307996	LENOVO 300E 2ND GEN (AMD) TOUCH	R911ANYV	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : May 31st, 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
21-55859	440000307999	LENOVO 300E 2ND GEN (AMD) TOUCH	R911ANXN	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55863	440000308003	LENOVO 300E 2ND GEN (AMD) TOUCH	R911AP21	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55868	440000308008	LENOVO 300E 2ND GEN (AMD) TOUCH	R911ANYH	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55880	440000308020	LENOVO 300E 2ND GEN (AMD) TOUCH	R911ANW3	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55882	440000308022	LENOVO 300E 2ND GEN (AMD) TOUCH	R911ANXY	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55886	440000308026	LENOVO 300E 2ND GEN (AMD) TOUCH	R911ANWE	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55893	440000308033	LENOVO 300E 2ND GEN (AMD) TOUCH	R911ANT5	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
21-55909	440000308049	LENOVO 300E 2ND GEN (AMD) TOUCH	R911ANZA	1	3/22/2021	264.50	044A	1751	5/31/2026	G	5	5	(264.50)	-
S16024011	440000104083	LENOVO THINKPAD YOGA 12	MP09VTLR	1	11/23/2015	1,074.00	044B	1751	5/31/2026	T	11	5	(1,074.00)	-
S16024017	440000104089	LENOVO THINKPAD YOGA 12	MP09VTNU	1	11/23/2015	1,074.00	044B	1751	5/31/2026	T	11	5	(1,074.00)	-
S16024025	440000104097	LENOVO THINKPAD YOGA 12	MP09VTTC	1	11/23/2015	1,074.00	044B	1751	5/31/2026	T	11	5	(1,074.00)	-
S16024029	440000104101	LENOVO THINKPAD YOGA 12	MP09VTUY	1	11/23/2015	1,074.00	044B	1751	5/31/2026	T	11	5	(1,074.00)	-
S16024034	440000104106	LENOVO THINKPAD YOGA 12	MP09VTUF	1	11/23/2015	1,074.00	044B	1751	5/31/2026	T	11	5	(1,074.00)	-
S16024037	440000104109	LENOVO THINKPAD YOGA 12	MP09VTTX	1	11/23/2015	1,074.00	044B	1751	5/31/2026	T	11	5	(1,074.00)	-
S16024049	440000104121	LENOVO THINKPAD YOGA 12	MP09VTZE	1	11/23/2015	1,074.00	044B	1751	5/31/2026	T	11	5	(1,074.00)	-
S16024051	440000104123	LENOVO THINKPAD YOGA 12	MP09VTZ5	1	11/23/2015	1,074.00	044B	1751	5/31/2026	T	11	5	(1,074.00)	-
S16024052	440000104124	LENOVO THINKPAD YOGA 12	MP09VTYX	1	11/23/2015	1,074.00	044B	1751	5/31/2026	T	11	5	(1,074.00)	-
S16024069	440000104141	LENOVO THINKPAD YOGA 12	MP09VU87	1	11/23/2015	1,074.00	044B	1751	5/31/2026	T	11	5	(1,074.00)	-
S16024109	440000104181	LENOVO THINKPAD YOGA 12	MP09VTK5	1	11/23/2015	1,074.00	044B	1751	5/31/2026	T	11	5	(1,074.00)	-
S16024121	440000104194	LENOVO THINKPAD YOGA 12	MP09VTZ2	1	11/23/2015	1,074.00	044B	1751	5/31/2026	T	11	5	(1,074.00)	-
S16024127	440000104200	LENOVO THINKPAD YOGA 12	MP09VTL4	1	11/23/2015	1,074.00	044B	1751	5/31/2026	T	11	5	(1,074.00)	-
S16026566	440000106670	LENOVO THINKPAD 11E NONTOUCH	LR04D7E0	1	11/30/2015	447.00	044D	1751	5/31/2026	T	10	5	(447.00)	-
S16036350	440000119221	LENOVO THINKPAD 11E - NONTOUCH	LR048SV3	1	12/3/2015	447.00	044D	1751	5/31/2026	T	10	5	(447.00)	-
S16036469	440000119428	LENOVO THINKPAD 11E - NONTOUCH	LR049KBU	1	12/3/2015	447.00	044D	1751	5/31/2026	T	10	5	(447.00)	-
996104714	120000000030	BUS BODIES, SCHOOL	4DRBRAAN84B970747	1	4/15/2004	69,551.00	012A	9724	5/31/2026	T	22	10	(69,551.00)	-
996106130	120000000234	BUS BODIES, SCHOOL	4DRBUAAN47A346100	1	10/3/2006	71,671.00	012A	9724	5/31/2026	T	20	10	(71,671.00)	-
996106151	120000000254	BUS, 2006 INTERNATIONAL CE300 SCHOOL	4DRBUAAN17A346121	1	10/16/2006	71,671.00	012A	9724	5/31/2026	T	20	10	(71,671.00)	-
996106809	120000000294	BUS BODIES, SCHOOL	4DRBUAAL17A346151	1	10/16/2006	66,327.00	012A	9724	5/31/2026	T	20	10	(66,327.00)	-
996114006	120000000581	SCHOOL BUS 77-PASSENGER TYPE C W/O LIFT	1BAKJCBA6FF310277	1	6/18/2014	105,018.00	012A	9724	5/31/2026	T	12	10	(105,018.00)	-
996114026	120000000601	SCHOOL BUS 77-PASSENGER TYPE C W/O LIFT	1BAKJCBA1FF310297	1	6/10/2014	105,018.00	012A	9724	5/31/2026	T	12	10	(105,018.00)	-
996114032	120000000607	SCHOOL BUS 77-PASSENGER TYPE C W/O LIFT	1BAKJCBA3FF310303	1	6/16/2014	105,018.00	012A	9724	5/31/2026	T	12	10	(105,018.00)	-
07-01250	140000001675	FLOOR SCRUBBER 28-36" WINDSOR SABER GLIDE	1000158155	1	8/9/2006	14,935.80	014A	2621	5/31/2026	T	20	7	(14,935.80)	-
95-34140	140000002364	EXTRACTOR, CARPET WINDSOR	433242	1	8/19/1994	2,096.00	014A	2621	5/31/2026	G	32	7	(2,096.00)	-
A10-02676	140000002639	APPLICATOR, STRIPPING-FLOOR MACHINE	LQ0122096	1	11/17/2009	1,293.97	014A	2621	5/31/2026	T	17	7	(1,293.97)	-
A97-93863	140000001887	EXTRACTOR CARPET, 7-10 GAL TANK	442462	1	3/13/1997	2,280.96	014A	2621	5/31/2026	T	29	7	(2,280.96)	-
05-51526	600000000584	2.5 GHZ REC ANTENNA 4'	98700051	1	4/29/2005	3,225.00	060A	2621	5/31/2026	T	21	7	(3,225.00)	-
S19-01096	440000230266	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD05102T	1	8/31/2018	239.00	044D	2751	5/31/2026	G	8	5	(239.00)	-
S19-01019	440000230189	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZNV	1	8/31/2018	239.00	044D	2751	5/31/2026	G	8	5	(239.00)	-
S19-01134	440000230304	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD0510B7	1	8/31/2018	239.00	044D	2751	5/31/2026	G	8	5	(239.00)	-
S19-01071	440000230241	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD051005	1	8/31/2018	239.00	044D	2751	5/31/2026	G	8	5	(239.00)	-
S19-01029	440000230199	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZT0	1	8/31/2018	239.00	044D	2751	5/31/2026	G	8	5	(239.00)	-
S19-01030	440000230200	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZT1	1	8/31/2018	239.00	044D	2751	5/31/2026	G	8	5	(239.00)	-
S19-01016	440000230186	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZNK	1	8/31/2018	239.00	044D	2751	5/31/2026	G	8	5	(239.00)	-
S19-01013	440000230183	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZMY	1	8/31/2018	239.00	044D	2751	5/31/2026	G	8	5	(239.00)	-
S19-01111	440000230281	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD05105V	1	8/31/2018	239.00	044D	2751	5/31/2026	G	8	5	(239.00)	-
S19-01122	440000230292	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD05109M	1	8/31/2018	239.00	044D	2751	5/31/2026	G	8	5	(239.00)	-
S19-01061	440000230231	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZZ3	1	8/31/2018	239.00	044D	2751	5/31/2026	G	8	5	(239.00)	-
S16025404	440000105491	LENOVO THINKCENTRE M73 SMALL FORM FACTOR	MJ035UYE	1	11/18/2015	748.00	044D	2751	5/31/2026	T	11	5	(748.00)	-
S16025418	440000105505	LENOVO THINKCENTRE M73 SMALL FORM FACTOR	MJ035UYM	1	11/18/2015	748.00	044D	2751	5/31/2026	T	11	5	(748.00)	-
S19-01023	440000230193	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZPT	1	8/31/2018	239.00	044D	2751	5/31/2026	G	8	5	(239.00)	-
S19-01140	440000230310	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD0510D0	1	8/31/2018	239.00	044D	2751	5/31/2026	G	8	5	(239.00)	-
S19-01052	440000230222	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZXH	1	8/31/2018	239.00	044D	2751	5/31/2026	G	8	5	(239.00)	-
S19-01081	440000230251	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD05100Y	1	8/31/2018	239.00	044D	2751	5/31/2026	G	8	5	(239.00)	-
S19-01007	440000230177	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZLF	1	8/31/2018	239.00	044D	2751	5/31/2026	G	8	5	(239.00)	-
S19-01063	440000230233	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZZ6	1	8/31/2018	239.00	044D	2751	5/31/2026	G	8	5	(239.00)	-
S19-01086	440000230256	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD05101R	1	8/31/2018	239.00	044D	2751	5/31/2026	G	8	5	(239.00)	-
S19-01106	440000230276	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD05103R	1	8/31/2018	239.00	044D	2751	5/31/2026	G	8	5	(239.00)	-
S19-01018	440000230188	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZNT	1	8/31/2018	239.00	044D	2751	5/31/2026	G	8	5	(239.00)	-
S19-01050	440000230220	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZX3	1	8/31/2018	239.00	044D	2751	5/31/2026	G	8	5	(239.00)	-
S19-01021	440000230191	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZP8	1	8/31/2018	239.00	044D	2751	5/31/2026	G	8	5	(239.00)	-
S19-01114	440000230284	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD05107Q	1	8/31/2018	239.00	044D	2751	5/31/2026	G	8	5	(239.00)	-
S19-01115	440000230285	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD05107W	1	8/31/2018	239.00	044D	2751	5/31/2026	G	8	5	(239.00)	-
S19-01119	440000230289	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD05108G	1	8/31/2018	239.00	044D	2751	5/31/2026	G	8	5	(239.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : May 31st, 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
S19-01102	440000230272	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD05103C	1	8/31/2018	239.00	044D	2751	5/31/2026	G	8	5	(239.00)	-
S19-01040	440000230210	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZVA	1	8/31/2018	239.00	044D	2751	5/31/2026	G	8	5	(239.00)	-
14-05002	440000083167	LENOVO THINKPAD YOGA	MP053KAN	1	4/16/2014	1,084.00	044A	2751	5/31/2026	T	12	5	(1,084.00)	-
12-04379	440000061674	DELL OPTIPLEX 790 W/24" FLAT PANEL	56QCMS1	1	5/11/2012	1,045.74	044A	2751	5/31/2026	T	14	5	(1,045.74)	-
21-05659	440000257698	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y31D0	1	8/20/2020	463.50	044A	2751	5/31/2026	G	6	5	(463.50)	-
21-05793	440000257832	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y38HD	1	8/20/2020	463.50	044A	2751	5/31/2026	G	6	5	(463.50)	-
21-05408	440000257447	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y38BD	1	8/20/2020	463.50	044A	2751	5/31/2026	G	6	5	(463.50)	-
21-05836	440000257875	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YBF5F	1	8/20/2020	622.50	044A	2751	5/31/2026	G	6	5	(622.50)	-
21-49859	440000302017	LENOVO 300E 2ND GEN (AMD) TOUCH	R910WC84	1	3/5/2021	264.50	044A	2751	5/31/2026	G	5	5	(264.50)	-
21-05616	440000257655	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y38LX	1	8/20/2020	463.50	044A	2751	5/31/2026	G	6	5	(463.50)	-
21-05804	440000257843	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y3G3S	1	8/20/2020	463.50	044A	2751	5/31/2026	G	6	5	(463.50)	-
21-49759	440000301917	LENOVO 300E 2ND GEN (AMD) TOUCH	R910WC9M	1	3/5/2021	264.50	044A	2751	5/31/2026	G	5	5	(264.50)	-
21-05704	440000257743	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y30YP	1	8/20/2020	463.50	044A	2751	5/31/2026	G	6	5	(463.50)	-
21-05810	440000257849	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y3G0M	1	8/20/2020	463.50	044A	2751	5/31/2026	G	6	5	(463.50)	-
18-02073	440000226202	LENOVO TP X1 YOGA 2ND-GN,(i7) LAPTOP	R90NJGVF	1	10/26/2017	1,360.00	044A	2751	5/31/2026	G	9	5	(1,360.00)	-
08-08267	440000021826	DELL DESKTOP WS390 W/20" FLAT PANEL/DVD	3Z36RF1	1	3/14/2008	1,748.00	044A	2751	5/31/2026	T	18	5	(1,748.00)	-
S16025414	440000105501	LENOVO THINKCENTRE M73 SMALL FORM FACTOR	MJ035UYT	1	11/18/2015	748.00	044D	2751	5/31/2026	T	11	5	(748.00)	-
S16025409	440000105496	LENOVO THINKCENTRE M73 SMALL FORM FACTOR	MJ035UYN	1	11/18/2015	748.00	044D	2751	5/31/2026	T	11	5	(748.00)	-
04-17251	440000012552	APPLE, DESKTOP, G5, 17	G83522MAQES	1	5/6/2004	3,131.05	044A	2751	5/31/2026	T	22	5	(3,131.05)	-
04-18841	440000012987	APPLE DESKTOP G5 TOWER W/17"FLAT PANEL S/D	G84140QEQES	1	6/1/2004	3,131.05	044A	2751	5/31/2026	T	22	5	(3,131.05)	-
12-04371	440000061663	DELL OPTIPLEX 790 W/24" FLAT PANEL	56K9MS1	1	5/11/2012	1,045.74	044A	2751	5/31/2026	T	14	5	(1,045.74)	-
08-12875	440000026653	DELL DESKTOP 745T W/19" FLAT PANEL/DVD	4X0Y9G1	1	6/5/2008	1,096.00	044A	2751	5/31/2026	T	18	5	(1,096.00)	-
05LL03268	440000149316	Lexmark Refresh Printer-T640n	79022P1	1	6/17/2005	1,099.66	044A	2751	5/31/2026	T	21	5	(1,099.66)	-
05LL03255	440000149295	Lexmark Refresh Printer-T640n	79020PC	1	6/17/2005	1,099.66	044A	2751	5/31/2026	T	21	5	(1,099.66)	-
15-04109	440000173878	LENOVO THINKCENTRE M73Z NON-TOUCH 23	MJ01YGCQ	1	3/19/2015	1,070.00	044A	2751	5/31/2026	T	11	5	(1,070.00)	-
05LL03265	440000149310	Lexmark Refresh Printer-T640n	790214X	1	6/17/2005	1,099.66	044A	2751	5/31/2026	T	21	5	(1,099.66)	-
S16025410	440000105497	LENOVO THINKCENTRE M73 SMALL FORM FACTOR	MJ035UYJ	1	11/18/2015	748.00	044D	2751	5/31/2026	T	11	5	(748.00)	-
S16025411	440000105498	LENOVO THINKCENTRE M73 SMALL FORM FACTOR	MJ035UYD	1	11/18/2015	748.00	044D	2751	5/31/2026	T	11	5	(748.00)	-
S16025412	440000105499	LENOVO THINKCENTRE M73 SMALL FORM FACTOR	MJ035UYC	1	11/18/2015	748.00	044D	2751	5/31/2026	T	11	5	(748.00)	-
S16025413	440000105500	LENOVO THINKCENTRE M73 SMALL FORM FACTOR	MJ035UY4	1	11/18/2015	748.00	044D	2751	5/31/2026	T	11	5	(748.00)	-
S16025416	440000105503	LENOVO THINKCENTRE M73 SMALL FORM FACTOR	MJ035UYQ	1	11/18/2015	748.00	044D	2751	5/31/2026	T	11	5	(748.00)	-
05-38935	440000024969	PRINTER, LEXMARK T630N B/W LASER	99223P6	1	12/9/2004	1,208.00	044A	2751	5/31/2026	T	21	5	(1,208.00)	-
15-05888	440000095934	HP 24 PORT 10/100/1000 POE V2 ZL MODULE	SG5137R0J4	1	6/23/2015	2,474.31	044A	2751	5/31/2026	T	11	5	(2,474.31)	-
10-02953	440000047281	APPLE IMAC INTEL W/24" GLOSSY WIDESCREEN	W8948S8L5PC	1	12/18/2009	1,729.00	044A	2751	5/31/2026	T	16	5	(1,729.00)	-
13-02049	440000066903	APPLE IMAC INTEL W/21.5 LED WIDESCRN	C02J51EBDKL9	1	11/21/2012	1,195.28	044A	2751	5/31/2026	T	14	5	(1,195.28)	-
12-01520	440000058268	APPLE IMAC INTEL W/21.5 LED GLSY WDSCN	C17FQBDWDHJF	1	10/20/2011	1,307.85	044A	2751	5/31/2026	T	15	5	(1,307.85)	-
07-06749	440000002705	APPLE DESKTOP IMAC INTEL W/17" FLAT PANEL	W86442G2VUX	1	1/10/2007	1,499.00	044A	2751	5/31/2026	T	19	5	(1,499.00)	-
09-00451	440000030898	APPLE, IMAC INTEL W/20" FLAT PANEL	QP8250EH2PN	1	7/21/2008	1,509.00	044A	2751	5/31/2026	T	18	5	(1,509.00)	-
12-01521	440000058270	APPLE IMAC INTEL W/21.5 LED GLSY WDSCN	C17FQDYSDHJF	1	10/20/2011	1,307.85	044A	2751	5/31/2026	T	15	5	(1,307.85)	-
03-10253	440000004930	COMPUTER, DELL GX260D	JPTQY11	1	11/13/2002	1,036.00	044A	2751	5/31/2026	T	24	5	(1,036.00)	-
21-49828	440000301986	LENOVO 300E 2ND GEN (AMD) TOUCH	R910WC8A	1	3/5/2021	264.50	044A	2751	5/31/2026	G	5	5	(264.50)	-
S16025406	440000105493	LENOVO THINKCENTRE M73 SMALL FORM FACTOR	MJ035UY8	1	11/18/2015	748.00	044D	2751	5/31/2026	T	11	5	(748.00)	-
S19-01010	440000230180	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZM4	1	8/31/2018	239.00	044D	2751	5/31/2026	G	8	5	(239.00)	-
21-50036	440000302194	LENOVO 300E 2ND GEN (AMD) TOUCH	R910ZK78	1	3/5/2021	264.50	044A	2751	5/31/2026	G	5	5	(264.50)	-
21-05451	440000257490	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y38H6	1	8/20/2020	463.50	044A	2751	5/31/2026	G	6	5	(463.50)	-
21-05601	440000257640	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y30PK	1	8/20/2020	463.50	044A	2751	5/31/2026	G	6	5	(463.50)	-
21-05596	440000257635	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y33ER	1	8/20/2020	463.50	044A	2751	5/31/2026	G	6	5	(463.50)	-
21-05639	440000257678	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90Y30TD	1	8/20/2020	463.50	044A	2751	5/31/2026	G	6	5	(463.50)	-
S17032406	440000203177	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP15Z9M8	1	1/5/2017	899.00	044D	1421	5/31/2026	G	9	5	(899.00)	-
S17032397	440000203168	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP15Z8BB	1	1/5/2017	899.00	044D	1421	5/31/2026	G	9	5	(899.00)	-
21-48317	440000300489	LENOVO 300E (1B CELERON TOUCH)	R9110RMB	1	3/3/2021	237.50	044A	1421	5/31/2026	G	5	5	(237.50)	-
21-48306	440000300478	LENOVO 300E (1B CELERON TOUCH)	R9110RBE	1	3/3/2021	237.50	044A	1421	5/31/2026	G	5	5	(237.50)	-
21-48307	440000300479	LENOVO 300E (1B CELERON TOUCH)	R9110RJ3	1	3/3/2021	237.50	044A	1421	5/31/2026	G	5	5	(237.50)	-
21-48344	440000300516	LENOVO 300E (1B CELERON TOUCH)	R910WE3Z	1	3/3/2021	237.50	044A	1421	5/31/2026	G	5	5	(237.50)	-
21-48283	440000300455	LENOVO 300E (1B CELERON TOUCH)	R910WE57	1	3/3/2021	237.50	044A	1421	5/31/2026	G	5	5	(237.50)	-
21-48352	440000300524	LENOVO 300E (1B CELERON TOUCH)	R910WE58	1	3/3/2021	237.50	044A	1421	5/31/2026	G	5	5	(237.50)	-
21-48346	440000300518	LENOVO 300E (1B CELERON TOUCH)	R910WE49	1	3/3/2021	237.50	044A	1421	5/31/2026	G	5	5	(237.50)	-
21-48369	440000300541	LENOVO 300E (1B CELERON TOUCH)	R910WE4X	1	3/3/2021	237.50	044A	1421	5/31/2026	G	5	5	(237.50)	-
21-48322	440000300494	LENOVO 300E (1B CELERON TOUCH)	R910WE55	1	3/3/2021	237.50	044A	1421	5/31/2026	G	5	5	(237.50)	-
21-48305	440000300477	LENOVO 300E (1B CELERON TOUCH)	R910WDXP	1	3/3/2021	237.50	044A	1421	5/31/2026	G	5	5	(237.50)	-
21-48320	440000300492	LENOVO 300E (1B CELERON TOUCH)	R910WE3G	1	3/3/2021	237.50	044A	1421	5/31/2026	G	5	5	(237.50)	-
21-48338	440000300510	LENOVO 300E (1B CELERON TOUCH)	R910WE32	1	3/3/2021	237.50	044A	1421	5/31/2026	G	5	5	(237.50)	-
S17032313	440000203084	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01FEYA	1	1/5/2017	264.00	044D	1421	5/31/2026	G	9	5	(264.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : May 31st, 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
21-48292	440000300464	LENOVO 300E (1B CELERON TOUCH)	R910WE3L	1	3/3/2021	237.50	044A	1421	5/31/2026	G	5	5	(237.50)	-
S17032402	440000203173	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP15Z5GW	1	1/5/2017	899.00	044D	1421	5/31/2026	G	9	5	(899.00)	-
21-48313	440000300485	LENOVO 300E (1B CELERON TOUCH)	R910WE31	1	3/3/2021	237.50	044A	1421	5/31/2026	G	5	5	(237.50)	-
21-48366	440000300538	LENOVO 300E (1B CELERON TOUCH)	R9112X4N	1	3/3/2021	237.50	044A	1421	5/31/2026	G	5	5	(237.50)	-
S17032036	440000202807	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01FFFP	1	1/5/2017	264.00	044D	1421	5/31/2026	G	9	5	(264.00)	-
21-48311	440000300483	LENOVO 300E (1B CELERON TOUCH)	R9110RJR	1	3/3/2021	237.50	044A	1421	5/31/2026	G	5	5	(237.50)	-
21-48284	440000300456	LENOVO 300E (1B CELERON TOUCH)	R910WE4H	1	3/3/2021	237.50	044A	1421	5/31/2026	G	5	5	(237.50)	-
21-48364	440000300536	LENOVO 300E (1B CELERON TOUCH)	R910WE46	1	3/3/2021	237.50	044A	1421	5/31/2026	G	5	5	(237.50)	-
S17032440	440000203211	LENOVO YOGA 260 (I7 PROCESSOR) LAPTOP	MP15ZBXR	1	1/5/2017	935.00	044D	1421	5/31/2026	G	9	5	(935.00)	-
S17032214	440000202985	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01FFR6	1	1/5/2017	264.00	044D	1421	5/31/2026	G	9	5	(264.00)	-
S17032269	440000203040	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01FF0S	1	1/5/2017	264.00	044D	1421	5/31/2026	G	9	5	(264.00)	-
21-48293	440000300465	LENOVO 300E (1B CELERON TOUCH)	R910WE54	1	3/3/2021	237.50	044A	1421	5/31/2026	G	5	5	(237.50)	-
21-48315	440000300487	LENOVO 300E (1B CELERON TOUCH)	R910WE4M	1	3/3/2021	237.50	044A	1421	5/31/2026	G	5	5	(237.50)	-
21-48342	440000300514	LENOVO 300E (1B CELERON TOUCH)	R910WE4R	1	3/3/2021	237.50	044A	1421	5/31/2026	G	5	5	(237.50)	-
S18-12837	400000029607	3PACKE835-Dynamic Cardioid Microphone	14210073	1	2/13/2018	234.00	040D1	1421	5/31/2026	G	8	5	(234.00)	-
S18-11863	600000001494	SONY PRO BRAVIA 48-in HDTV 3 YR WARRANTY	5177707	1	1/25/2018	591.65	060D	1421	5/31/2026	G	8	7	(591.65)	-
S18-11843	600000001474	SONY PRO BRAVIA 48-in HDTV 3 YR WARRANTY	5177638	1	1/25/2018	727.61	060D	1421	5/31/2026	G	8	7	(727.61)	-
S18-11859	600000001490	SONY PRO BRAVIA 48-in HDTV 3 YR WARRANTY	5177635	1	1/25/2018	727.61	060D	1421	5/31/2026	G	8	7	(727.61)	-
S18-11860	600000001491	SONY PRO BRAVIA 48-in HDTV 3 YR WARRANTY	5177616	1	1/25/2018	727.61	060D	1421	5/31/2026	G	8	7	(727.61)	-
S18-11861	600000001492	SONY PRO BRAVIA 48-in HDTV 3 YR WARRANTY	5177622	1	1/25/2018	727.61	060D	1421	5/31/2026	G	8	7	(727.61)	-
S18-11862	600000001493	SONY PRO BRAVIA 48-in HDTV 3 YR WARRANTY	5177623	1	1/25/2018	727.61	060D	1421	5/31/2026	G	8	7	(727.61)	-
S18-11833	600000001464	SONY PRO BRAVIA 48-in HDTV 3 YR WARRANTY	5177642	1	1/25/2018	727.61	060D	1421	5/31/2026	G	8	7	(727.61)	-
S18-11835	600000001466	SONY PRO BRAVIA 48-in HDTV 3 YR WARRANTY	5177645	1	1/25/2018	727.61	060D	1421	5/31/2026	G	8	7	(727.61)	-
S17032008	440000202779	LENOVO M700 SFF DESKTOP	MJ04KEH9	1	1/5/2017	634.00	044D	1421	5/31/2026	G	9	5	(634.00)	-
10-80860	110000003849	Promethean Activboard 378	C1001050322	1	2/16/2011	1,039.00	011A	1421	5/31/2026	T	15	7	(1,039.00)	-
09-81406	110000002469	ACTIVBOARD ON STAND	B0810090200	1	12/22/2008	1,677.00	011A	1421	5/31/2026	T	17	7	(1,677.00)	-
16-03411	440000102131	SERVER, POWEREDGE R220	B75P382	1	3/31/2016	1,868.33	044A	1421	5/31/2026	T	10	5	(1,868.33)	-
13-01941	580000001256	MIXER, AV ROLAND	Z2C2489	1	11/28/2012	1,649.00	058A	1421	5/31/2026	T	14	7	(1,649.00)	-
15-04191	440000093021	LAPTOP CART - EARTH WALK CART 30 USER	50893	1	3/20/2015	1,339.00	044A	1421	5/31/2026	T	11	5	(1,339.00)	-
21-48340	440000300512	LENOVO 300E (1B CELERON TOUCH)	R910WE5A	1	3/3/2021	237.50	044A	1421	5/31/2026	G	5	5	(237.50)	-
17-02527	440000219297	LENOVO P310 DESKTOP	MJ057XFH	1	4/21/2017	1,153.00	044A	9779	5/31/2026	G	9	5	(1,153.00)	-
17-02528	440000219298	LENOVO P310 DESKTOP	MJ057XFF	1	4/21/2017	1,153.00	044A	9779	5/31/2026	G	9	5	(1,153.00)	-
17-02529	440000219299	LENOVO P310 DESKTOP	MJ057XFG	1	4/21/2017	1,153.00	044A	9779	5/31/2026	G	9	5	(1,153.00)	-
16-01193	440000098650	LENOVO THINKSTATION P300 TOWER	MJ02U6H9	1	9/3/2015	1,667.00	044A	9779	5/31/2026	T	11	5	(1,667.00)	-
18-01510	440000225321	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ05DDS3	1	9/27/2017	1,153.00	044A	9779	5/31/2026	G	9	5	(1,153.00)	-
18-01512	440000225323	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ05DDT3	1	9/27/2017	1,153.00	044A	9779	5/31/2026	G	9	5	(1,153.00)	-
18-01514	440000225325	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ05DDT2	1	9/27/2017	1,153.00	044A	9779	5/31/2026	G	9	5	(1,153.00)	-
18-01519	440000225330	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ05DDTE	1	9/27/2017	1,153.00	044A	9779	5/31/2026	G	9	5	(1,153.00)	-
19-01821	440000232660	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ075Y8L	1	1/10/2019	1,163.00	044A	9779	5/31/2026	T	7	5	(1,163.00)	-
19-01822	440000232661	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ0791UH	1	1/10/2019	1,163.00	044A	9779	5/31/2026	T	7	5	(1,163.00)	-
19-01823	440000232662	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ0791UP	1	1/10/2019	1,163.00	044A	9779	5/31/2026	T	7	5	(1,163.00)	-
19-01824	440000232663	LENOVO THINKSTATION P320, DESKTOP BUNDLE	MJ0791UZ	1	1/10/2019	1,163.00	044A	9779	5/31/2026	T	7	5	(1,163.00)	-
18-03934	440000228862	20LAS06G00 ThinkPad T580	R90Q4TRP	1	5/23/2018	1,015.00	044A	9779	5/31/2026	T	8	5	(1,015.00)	-
18-03935	440000228863	20LAS06G00 ThinkPad T580	R90Q4TRR	1	5/23/2018	1,015.00	044A	9779	5/31/2026	T	8	5	(1,015.00)	-
18-03936	440000228864	20LAS06G00 ThinkPad T580	R90Q4TRU	1	5/23/2018	1,015.00	044A	9779	5/31/2026	T	8	5	(1,015.00)	-
18-03937	440000228865	20LAS06G00 ThinkPad T580	R90Q4TRQ	1	5/23/2018	1,015.00	044A	9779	5/31/2026	T	8	5	(1,015.00)	-
18-03938	440000228866	20LAS06G00 ThinkPad T580	R90Q4TRS	1	5/23/2018	1,015.00	044A	9779	5/31/2026	T	8	5	(1,015.00)	-
19-04588	440000234036	20LAS06G00-THINKPAD T850 INTEL CORE	R90TZX4H	1	6/12/2019	1,050.00	044A	9779	5/31/2026	G	7	5	(1,050.00)	-
18-02213	440000226911	LENOVO THINKPAD P51, LAPTOP	PF0T0E8R	1	11/27/2017	1,900.00	044A	9779	5/31/2026	T	9	5	(1,900.00)	-
21-40934	440000292421	Lenovo ThinkPad T15 Gen 1 NB	PF2G6ACL	1	12/11/2020	1,023.50	044A	9779	5/31/2026	G	5	5	(1,023.50)	-
18-02177	440000226890	LENOVO TP X1 YOGA 2ND-GN,(i7) LAPTOP	R90NJGUW	1	11/14/2017	1,360.00	044A	9779	5/31/2026	T	9	5	(1,360.00)	-
19-01562	440000231776	NoteBook ThinkPad T580	R90RPMVF	1	11/9/2018	1,025.00	044A	9779	5/31/2026	T	8	5	(1,025.00)	-
19-01588	440000231668	ThinkPad T580	R90RSHRC	1	11/14/2018	1,025.00	044A	9779	5/31/2026	T	8	5	(1,025.00)	-
19-01589	440000231669	ThinkPad T580	R90RSHRB	1	11/14/2018	1,025.00	044A	9779	5/31/2026	T	8	5	(1,025.00)	-
17-02884	460000005544	LAMINATOR, GBC ULTIMA 65 EZLOAD	TH1706600005	1	5/24/2017	1,350.00	046A	9779	5/31/2026	G	9	7	(1,350.00)	-
03-23510	400000000678	FOCUSRITE PLAT MIXMASTER	MD00848	1	6/30/2003	1,116.00	040A	0321	5/31/2026	T	23	5	(1,116.00)	-
03-81159	580000000162	SYSTEM, CONSOLE MACKIE 32 CHANNEL RECORDING	133459	1	10/28/2002	3,374.00	058A	0321	5/31/2026	T	24	7	(3,374.00)	-
03-82659	580000000168	REC, ALESIS ADAT HD24	RL003020300241	1	5/28/2003	1,360.00	058A	0321	5/31/2026	T	23	7	(1,360.00)	-
03-82660	580000000169	DUAL MONO AVALON AD2044	31443	1	5/28/2003	2,000.00	058A	0321	5/31/2026	T	23	7	(2,000.00)	-
03-82661	580000000170	RACK, KORG TRITON MODULE	014083	1	5/28/2003	1,185.00	058A	0321	5/31/2026	T	23	7	(1,185.00)	-
03-82767	400000000877	FOCUSRITE MIC INST W/HD	OT00474	1	6/30/2003	2,007.00	040A	0321	5/31/2026	T	23	5	(2,007.00)	-
05-85131	400000002517	SOUND MODULE, YAHAMA	UALJ01278	1	6/15/2005	1,088.00	040A	0321	5/31/2026	T	21	5	(1,088.00)	-
94-33421	400000004601	KEYBOARD WORKSTATION YAMAHA SY85 W/SYN	1P01897	1	12/22/1993	1,580.00	040A	0321	5/31/2026	G	32	5	(1,580.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : May 31st, 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
12-04768	440000062122	COMPUTER, APPLE MACBOOK PRO LAPTOP	CPWHT1CYDTY3	1	6/28/2012	1,155.81	044A	0321	5/31/2026	T	14	5	(1,155.81)	-
16-01007	440000098338	PRINTER LEXMARK C950DE TAB/ A3 CLR LASER	5058100209420	1	9/25/2015	2,596.00	044A	0321	5/31/2026	T	11	5	(2,596.00)	-
17-03899	110000009884	RECORDEX SIMPLICITY TOUCH 70IN BOARD	ST-700-008835	1	6/7/2017	4,498.00	011A	0321	5/31/2026	G	9	7	(4,498.00)	-
18-00587	460000006672	Kronos Intouch 9100 H4	00JC642865	1	8/8/2017	1,695.50	046A	0321	5/31/2026	T	9	7	(1,695.50)	-
18-01998	110000011611	Recordex SimplicityTouch 70in HD interac	ST-700T-011097	1	10/25/2017	4,498.00	011A	0321	5/31/2026	G	9	7	(4,498.00)	-
18-02507	440000227132	Recordex SimplicityTouch 70in HD interac	ST-700T-011095	1	12/21/2017	4,498.00	044A	0321	5/31/2026	G	8	5	(4,498.00)	-
19-01346	440000231660	LAPTOP CART-EARTH WALK CART (30 USER)	EN67304	1	10/29/2018	1,474.00	044A	0321	5/31/2026	T	8	5	(1,474.00)	-
21-00369	440000252502	LENOVO 300E (1B CELERON TOUCH)	R910KQM1	1	7/26/2020	237.50	044A	0321	5/31/2026	G	6	5	(237.50)	-
21-00438	440000252571	LENOVO 300E (1B CELERON TOUCH)	R910KQJC	1	7/26/2020	237.50	044A	0321	5/31/2026	G	6	5	(237.50)	-
21-00448	440000252581	LENOVO 300E (1B CELERON TOUCH)	R910KQJ9	1	7/26/2020	237.50	044A	0321	5/31/2026	G	6	5	(237.50)	-
21-00451	440000252584	LENOVO 300E (1B CELERON TOUCH)	R910KQK0	1	7/26/2020	237.50	044A	0321	5/31/2026	G	6	5	(237.50)	-
21-00477	440000252610	LENOVO 300E (1B CELERON TOUCH)	R910KQKP	1	7/26/2020	237.50	044A	0321	5/31/2026	G	6	5	(237.50)	-
21-00569	440000252702	LENOVO 300E (1B CELERON TOUCH)	R910KQJT	1	7/26/2020	237.50	044A	0321	5/31/2026	G	6	5	(237.50)	-
21-00576	440000252709	LENOVO 300E (1B CELERON TOUCH)	R910KQHS	1	7/26/2020	237.50	044A	0321	5/31/2026	G	6	5	(237.50)	-
21-00605	440000252738	LENOVO 300E (1B CELERON TOUCH)	R910KQKJ	1	7/26/2020	237.50	044A	0321	5/31/2026	G	6	5	(237.50)	-
21-21521	440000273664	LENOVO THINKPAD L13 i5 (1F i5 TOUCH)	R90Z74CQ	1	10/16/2020	622.50	044A	0321	5/31/2026	G	6	5	(622.50)	-
21-21522	440000273665	LENOVO THINKPAD L13 i5 (1F i5 TOUCH)	R90Z74CE	1	10/16/2020	622.50	044A	0321	5/31/2026	G	6	5	(622.50)	-
21-21532	440000273675	LENOVO THINKPAD L13 i5 (1F i5 TOUCH)	R90Z74CL	1	10/16/2020	622.50	044A	0321	5/31/2026	G	6	5	(622.50)	-
21-23241	440000275384	ThinkPad L14 Gen1 20U2S0NF00	PF1ST4NB	1	10/1/2020	478.50	044A	0321	5/31/2026	G	6	5	(478.50)	-
21-24308	440000276451	ThinkPad L14 Gen1 20U2S0NF00	PF1SW00F	1	10/1/2020	478.50	044A	0321	5/31/2026	G	6	5	(478.50)	-
21-29917	440000282060	ThinkPad L14 Gen1 20U2S0NE00	PF1TBANA	1	10/1/2020	503.50	044A	0321	5/31/2026	G	6	5	(503.50)	-
21-29999	440000282142	ThinkPad L14 Gen1 20U2S0NE00	PF1TBDPQ	1	10/1/2020	503.50	044A	0321	5/31/2026	G	6	5	(503.50)	-
21-31056	440000283199	ThinkPad L14 Gen1 20U2S0NE00	PF1VC976	1	10/1/2020	503.50	044A	0321	5/31/2026	G	6	5	(503.50)	-
21-41705	440000293372	Recordex ST4-750U 75 Display	ST4-750UI-020243	1	1/4/2021	4,604.84	044A	0321	5/31/2026	G	5	5	(4,604.84)	-
21-41724	440000293391	Lenovo 300e 2nd Gen	P207YD6K	1	1/5/2021	237.50	044A	0321	5/31/2026	G	5	5	(237.50)	-
21-41730	440000293397	Lenovo 300e 2nd Gen	P207YD2N	1	1/5/2021	237.50	044A	0321	5/31/2026	G	5	5	(237.50)	-
21-41737	440000293404	Lenovo 300e 2nd Gen	P207YDVC	1	1/5/2021	237.50	044A	0321	5/31/2026	G	5	5	(237.50)	-
21-41747	440000293414	Lenovo 300e 2nd Gen	P207YDG1	1	1/5/2021	237.50	044A	0321	5/31/2026	G	5	5	(237.50)	-
21-43511	440000295108	LENOVO 300E (1B CELERON TOUCH)	R910P549	1	1/27/2021	237.50	044A	0321	5/31/2026	G	5	5	(237.50)	-
21-43514	440000295111	LENOVO 300E (1B CELERON TOUCH)	R910P561	1	1/27/2021	237.50	044A	0321	5/31/2026	G	5	5	(237.50)	-
21-43515	440000295112	LENOVO 300E (1B CELERON TOUCH)	R910P55M	1	1/27/2021	237.50	044A	0321	5/31/2026	G	5	5	(237.50)	-
21-43522	440000295119	LENOVO 300E (1B CELERON TOUCH)	R910P56T	1	1/27/2021	237.50	044A	0321	5/31/2026	G	5	5	(237.50)	-
21-43531	440000295128	LENOVO 300E (1B CELERON TOUCH)	R910P560	1	1/27/2021	237.50	044A	0321	5/31/2026	G	5	5	(237.50)	-
21-43537	440000295134	LENOVO 300E (1B CELERON TOUCH)	R910P56F	1	1/27/2021	237.50	044A	0321	5/31/2026	G	5	5	(237.50)	-
21-43544	440000295141	LENOVO 300E (1B CELERON TOUCH)	R910P550	1	1/27/2021	237.50	044A	0321	5/31/2026	G	5	5	(237.50)	-
21-43555	440000295152	LENOVO 300E (1B CELERON TOUCH)	R910P553	1	1/27/2021	237.50	044A	0321	5/31/2026	G	5	5	(237.50)	-
21-43556	440000295153	LENOVO 300E (1B CELERON TOUCH)	R910P54L	1	1/27/2021	237.50	044A	0321	5/31/2026	G	5	5	(237.50)	-
21-43569	440000295166	LENOVO 300E (1B CELERON TOUCH)	R910P55K	1	1/27/2021	237.50	044A	0321	5/31/2026	G	5	5	(237.50)	-
21-43584	440000295181	LENOVO 300E (1B CELERON TOUCH)	R910P56J	1	1/27/2021	237.50	044A	0321	5/31/2026	G	5	5	(237.50)	-
21-43592	440000295189	LENOVO 300E (1B CELERON TOUCH)	R910P559	1	1/27/2021	237.50	044A	0321	5/31/2026	G	5	5	(237.50)	-
21-43602	440000295199	LENOVO 300E (1B CELERON TOUCH)	R910P54X	1	1/27/2021	237.50	044A	0321	5/31/2026	G	5	5	(237.50)	-
21-43604	440000295201	LENOVO 300E (1B CELERON TOUCH)	R910P547	1	1/27/2021	237.50	044A	0321	5/31/2026	G	5	5	(237.50)	-
S16005252	440000074152	LAPTOP CART - EARTH WALK CART 30 USER	50024	1	9/28/2015	1,339.00	044B	0321	5/31/2026	T	11	5	(1,339.00)	-
S16059330	440000157565	LENOVO YOGA 260 I3 PROCESSOR	MP127M36	1	4/12/2016	899.00	044D	0321	5/31/2026	T	10	5	(899.00)	-
S17010765	440000183676	LAPTOP CART-EARTH WALK CART (30 USER)	59012	1	10/25/2016	1,339.00	044B	0321	5/31/2026	G	10	5	(1,339.00)	-
S17010766	440000183677	LAPTOP CART-EARTH WALK CART (30 USER)	59078	1	10/25/2016	1,339.00	044B	0321	5/31/2026	G	10	5	(1,339.00)	-
S17010767	440000183678	LAPTOP CART-EARTH WALK CART (30 USER)	56253	1	10/25/2016	1,339.00	044B	0321	5/31/2026	G	10	5	(1,339.00)	-
S17013625	440000185178	LAPTOP CART-EARTH WALK CART (30 USER)	56277	1	11/28/2016	1,339.00	044B	0321	5/31/2026	G	10	5	(1,339.00)	-
S17013626	440000185179	LAPTOP CART-EARTH WALK CART (30 USER)	59007	1	11/28/2016	1,339.00	044B	0321	5/31/2026	G	10	5	(1,339.00)	-
S17013628	440000185181	LAPTOP CART-EARTH WALK CART (30 USER)	59028	1	11/28/2016	1,339.00	044B	0321	5/31/2026	G	10	5	(1,339.00)	-
05-42008	460000001585	HHP IMAGE TEAM 3875 SCANNER KIT	X5002439	1	1/26/2005	1,365.00	046A	0751	5/31/2026	T	21	7	(1,365.00)	-
05-45279	440000028735	PRINTER, LEXMARK T630N B/W LASER	99223BM	1	2/11/2005	1,208.00	044A	0751	5/31/2026	T	21	5	(1,208.00)	-
05LL01074	440000144743	Lexmark Refresh Printer-T640n	7901746	1	6/17/2005	1,099.66	044A	0751	5/31/2026	T	21	5	(1,099.66)	-
08-09447	110000000614	ACTIVEXPRESSION - 32 HANDSET	07510001	1	6/3/2008	2,195.00	011A	0751	5/31/2026	T	18	7	(2,195.00)	-
08-10692	110000000738	AE1KIT25US/PROMETHEAN	07510002	1	6/26/2008	2,040.00	011A	0751	5/31/2026	T	18	7	(2,040.00)	-
09-02174	110000001513	ACTIVEXPRESSION	07510003	1	7/30/2008	1,945.00	011A	0751	5/31/2026	T	18	7	(1,945.00)	-
09-02175	110000001514	ACTIVEXPRESSION	07510004	1	7/30/2008	1,945.00	011A	0751	5/31/2026	T	18	7	(1,945.00)	-
09-02176	110000001515	ACTIVEXPRESSION	07510005	1	7/30/2008	1,945.00	011A	0751	5/31/2026	T	18	7	(1,945.00)	-
09-04520	440000034588	CART MEDIA SPECIALIST	07510006	1	9/17/2008	3,131.02	044A	0751	5/31/2026	T	18	5	(3,131.02)	-
09-08101	110000001902	AE1KIT25US/PROMETHEAN	07510007	1	12/4/2008	2,040.00	011A	0751	5/31/2026	T	17	7	(2,040.00)	-
10-80512	440000050937	LEXMARK MFP X652DE PRINTER	792Z0Y7	1	6/4/2010	1,719.00	044A	0751	5/31/2026	T	16	5	(1,719.00)	-
11-02781	440000053123	PRINTER, LEXMARK X652DTE TEST & GRADING	79456RB	1	2/16/2011	2,773.00	044A	0751	5/31/2026	T	15	5	(2,773.00)	-
13-01874	110000005737	ST230i SMART Table Interactive Lng Tble	ST230I-M2-005722	1	11/27/2012	4,800.00	011A	0751	5/31/2026	T	14	7	(4,800.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : May 31st, 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
17-02440	110000009189	1522491 Promethean Activtable-S-US	ATA1631031	1	4/5/2017	4,950.00	011A	0751	5/31/2026	G	9	7	(4,950.00)	-
21-14644	440000266818	CART, PURECHARGE CART 20 (IPAD & MINI)	202007136379	1	9/16/2020	1,799.95	044A	0751	5/31/2026	G	6	5	(1,799.95)	-
A05-87131	440000111302	PRINTER, LEXMARK - ALL IN ONE	7000204	1	6/7/2005	1,099.65	044A	0751	5/31/2026	T	21	5	(1,099.65)	-
S16067233	440000165807	LENOVO YOGA 260 I3 PROCESSOR	MP127M9R	1	6/27/2016	899.00	044D	0751	5/31/2026	T	10	5	(899.00)	-
S16067234	440000165808	LENOVO YOGA 260 I3 PROCESSOR	MP127M7J	1	6/27/2016	899.00	044D	0751	5/31/2026	T	10	5	(899.00)	-
S16067236	440000165810	LENOVO YOGA 260 I3 PROCESSOR	MP126XE4	1	6/27/2016	899.00	044D	0751	5/31/2026	T	10	5	(899.00)	-
S16067239	440000165813	LENOVO YOGA 260 I3 PROCESSOR	MP126L5R	1	6/27/2016	899.00	044D	0751	5/31/2026	T	10	5	(899.00)	-
S16067245	440000165819	LENOVO YOGA 260 I3 PROCESSOR	MP127MB2	1	6/27/2016	899.00	044D	0751	5/31/2026	T	10	5	(899.00)	-
S16067247	440000165821	LENOVO YOGA 260 I3 PROCESSOR	MP126MLD	1	6/27/2016	899.00	044D	0751	5/31/2026	T	10	5	(899.00)	-
S16067249	440000165823	LENOVO YOGA 260 I3 PROCESSOR	MP127M2P	1	6/27/2016	899.00	044D	0751	5/31/2026	T	10	5	(899.00)	-
S16067253	440000165827	LENOVO YOGA 260 I3 PROCESSOR	MP126GSZ	1	6/27/2016	899.00	044D	0751	5/31/2026	T	10	5	(899.00)	-
S16067259	440000165833	LENOVO YOGA 260 I3 PROCESSOR	MP126MML	1	6/27/2016	899.00	044D	0751	5/31/2026	T	10	5	(899.00)	-
S16067260	440000165834	LENOVO YOGA 260 I3 PROCESSOR	MP127JZH	1	6/27/2016	899.00	044D	0751	5/31/2026	T	10	5	(899.00)	-
S16067262	440000165836	LENOVO YOGA 260 I3 PROCESSOR	MP126GSR	1	6/27/2016	899.00	044D	0751	5/31/2026	T	10	5	(899.00)	-
S16067267	440000165841	LENOVO YOGA 260 I3 PROCESSOR	MP127M29	1	6/27/2016	899.00	044D	0751	5/31/2026	T	10	5	(899.00)	-
10-81401	110000004230	Promethean Board	C1105060970	1	4/20/2010	1,039.00	011A	0751	5/31/2026	T	16	7	(1,039.00)	-
09-02130	110000001482	ACTIVBOARD+2	0816056267	1	7/30/2008	4,392.29	011A	0751	5/31/2026	T	18	7	(4,392.29)	-
21-63304	440000315369	LENOVO 300E (1B CELERON TOUCH)	R911L724	1	4/27/2021	237.50	044A	0751	5/31/2026	G	5	5	(237.50)	-
21-63275	440000315340	LENOVO 300E (1B CELERON TOUCH)	R911L71K	1	4/27/2021	237.50	044A	0751	5/31/2026	G	5	5	(237.50)	-
21-63264	440000315329	LENOVO 300E (1B CELERON TOUCH)	R911L71G	1	4/27/2021	237.50	044A	0751	5/31/2026	G	5	5	(237.50)	-
21-63237	440000315302	LENOVO 300E (1B CELERON TOUCH)	R911L730	1	4/27/2021	237.50	044A	0751	5/31/2026	G	5	5	(237.50)	-
21-63262	440000315327	LENOVO 300E (1B CELERON TOUCH)	R911L71Y	1	4/27/2021	237.50	044A	0751	5/31/2026	G	5	5	(237.50)	-
21-63277	440000315342	LENOVO 300E (1B CELERON TOUCH)	R911L72C	1	4/27/2021	237.50	044A	0751	5/31/2026	G	5	5	(237.50)	-
21-63258	440000315323	LENOVO 300E (1B CELERON TOUCH)	R911L726	1	4/27/2021	237.50	044A	0751	5/31/2026	G	5	5	(237.50)	-
21-63255	440000315320	LENOVO 300E (1B CELERON TOUCH)	R911L71L	1	4/27/2021	237.50	044A	0751	5/31/2026	G	5	5	(237.50)	-
S16061651	440000160860	LENOVO M700 SFF	MJ03NH83	1	4/15/2016	634.00	044D	0751	5/31/2026	T	10	5	(634.00)	-
S16025354	440000105441	LENOVO THINKPAD YOGA 12	MP108Y0M	1	11/17/2015	1,074.00	044B	0751	5/31/2026	T	11	5	(1,074.00)	-
21-63312	440000315377	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YNCBK	1	4/27/2021	622.50	044A	0751	5/31/2026	G	5	5	(622.50)	-
20-12242	440000250351	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFAMA	1	6/30/2020	463.50	044A	0751	5/31/2026	G	6	5	(463.50)	-
21-63314	440000315379	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YNC6S	1	4/27/2021	622.50	044A	0751	5/31/2026	G	5	5	(622.50)	-
21-63318	440000315383	LENOVO L390 YOGA (1i i7 LIGHTWEIGHT)	R90YX6H9	1	4/27/2021	864.50	044A	0751	5/31/2026	G	5	5	(864.50)	-
16-01546	440000099123	LENOVO THINKPAD X 1 CARBON NON-TOUCH	R90H5A8A	1	10/27/2015	1,344.00	044A	0751	5/31/2026	T	11	5	(1,344.00)	-
19-00878	440000230530	LENOVO TP X1 YOGA 2ND-GN,(i7) LAPTOP BDL	R90R6EW9	1	9/20/2018	1,770.00	044A	0751	5/31/2026	T	8	5	(1,770.00)	-
19-00876	440000230528	LENOVO TP X1 YOGA 2ND-GN,(i7) LAPTOP	R90R6EWA	1	9/20/2018	1,400.00	044A	0751	5/31/2026	T	8	5	(1,400.00)	-
S16061654	440000160863	LENOVO M700 SFF	MJ03NH8S	1	4/15/2016	634.00	044D	0751	5/31/2026	T	10	5	(634.00)	-
21-01358	440000253491	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDQPK	1	7/26/2020	622.50	044A	3661	5/31/2026	G	6	5	(622.50)	-
21-25188	440000277331	ThinkPad L14 Gen1 20U2S0NE00	PF1SXK0B	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-25214	440000277357	ThinkPad L14 Gen1 20U2S0NE00	PF1SXMQ8	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-25218	440000277361	ThinkPad L14 Gen1 20U2S0NE00	PF1SXMYL	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-25248	440000277391	ThinkPad L14 Gen1 20U2S0NE00	PF1SXY51	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-25278	440000277421	ThinkPad L14 Gen1 20U2S0NE00	PF1SY3R9	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-25281	440000277424	ThinkPad L14 Gen1 20U2S0NE00	PF1SY3TJ	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-25282	440000277425	ThinkPad L14 Gen1 20U2S0NE00	PF1SY3V7	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-25286	440000277429	ThinkPad L14 Gen1 20U2S0NE00	PF1SY3ZV	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-25287	440000277430	ThinkPad L14 Gen1 20U2S0NE00	PF1SY40E	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-25308	440000277451	ThinkPad L14 Gen1 20U2S0NE00	PF1SY662	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-25309	440000277452	ThinkPad L14 Gen1 20U2S0NE00	PF1SY66L	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-25310	440000277453	ThinkPad L14 Gen1 20U2S0NE00	PF1SY68A	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-25335	440000277478	ThinkPad L14 Gen1 20U2S0NE00	PF1SY8NG	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-25373	440000277516	ThinkPad L14 Gen1 20U2S0NE00	PF1SYBS9	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-25445	440000277588	ThinkPad L14 Gen1 20U2S0NE00	PF1SYJVV	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-25446	440000277589	ThinkPad L14 Gen1 20U2S0NE00	PF1SYJWS	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-25480	440000277623	ThinkPad L14 Gen1 20U2S0NE00	PF1SYM1T	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-25517	440000277660	ThinkPad L14 Gen1 20U2S0NE00	PF1SYP9W	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-25521	440000277664	ThinkPad L14 Gen1 20U2S0NE00	PF1SYPCE	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-25567	440000277710	ThinkPad L14 Gen1 20U2S0NE00	PF1SYRPJ	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-25595	440000277738	ThinkPad L14 Gen1 20U2S0NE00	PF1SYWT9	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-25596	440000277739	ThinkPad L14 Gen1 20U2S0NE00	PF1SYWV8	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-25602	440000277745	ThinkPad L14 Gen1 20U2S0NE00	PF1SYWZB	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-25639	440000277782	ThinkPad L14 Gen1 20U2S0NE00	PF1SZ3TT	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-25721	440000277864	ThinkPad L14 Gen1 20U2S0NE00	PF1SZEZQ	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-25794	440000277937	ThinkPad L14 Gen1 20U2S0NE00	PF1SZS89	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-25855	440000277998	ThinkPad L14 Gen1 20U2S0NE00	PF1SZYNA	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : May 31st, 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
21-25908	440000278051	ThinkPad L14 Gen1 20U2S0NE00	PF1T04CK	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-25910	440000278053	ThinkPad L14 Gen1 20U2S0NE00	PF1T04EQ	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-25979	440000278122	ThinkPad L14 Gen1 20U2S0NE00	PF1T0FME	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26004	440000278147	ThinkPad L14 Gen1 20U2S0NE00	PF1T0JW0	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26005	440000278148	ThinkPad L14 Gen1 20U2S0NE00	PF1T0JYT	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26122	440000278265	ThinkPad L14 Gen1 20U2S0NE00	PF1T0V2X	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26125	440000278268	ThinkPad L14 Gen1 20U2S0NE00	PF1T0V4L	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26126	440000278269	ThinkPad L14 Gen1 20U2S0NE00	PF1T0V5R	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26168	440000278311	ThinkPad L14 Gen1 20U2S0NE00	PF1T0Y6X	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26172	440000278315	ThinkPad L14 Gen1 20U2S0NE00	PF1T0Y90	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26225	440000278368	ThinkPad L14 Gen1 20U2S0NE00	PF1T1185	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26338	440000278481	ThinkPad L14 Gen1 20U2S0NE00	PF1T1EWS	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26411	440000278554	ThinkPad L14 Gen1 20U2S0NE00	PF1T23CP	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26452	440000278595	ThinkPad L14 Gen1 20U2S0NE00	PF1T27DT	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26455	440000278598	ThinkPad L14 Gen1 20U2S0NE00	PF1T27HB	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26460	440000278603	ThinkPad L14 Gen1 20U2S0NE00	PF1T2DW1	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26500	440000278643	ThinkPad L14 Gen1 20U2S0NE00	PF1T2H6Y	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26509	440000278652	ThinkPad L14 Gen1 20U2S0NE00	PF1T2HJN	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26540	440000278683	ThinkPad L14 Gen1 20U2S0NE00	PF1T2V12	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26588	440000278731	ThinkPad L14 Gen1 20U2S0NE00	PF1T3E9M	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26589	440000278732	ThinkPad L14 Gen1 20U2S0NE00	PF1T3EB0	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26591	440000278734	ThinkPad L14 Gen1 20U2S0NE00	PF1T3EC4	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26626	440000278769	ThinkPad L14 Gen1 20U2S0NE00	PF1T3W1M	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26657	440000278800	ThinkPad L14 Gen1 20U2S0NE00	PF1T418D	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26662	440000278805	ThinkPad L14 Gen1 20U2S0NE00	PF1T41BR	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26688	440000278831	ThinkPad L14 Gen1 20U2S0NE00	PF1T43MM	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26690	440000278833	ThinkPad L14 Gen1 20U2S0NE00	PF1T43N3	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26708	440000278851	ThinkPad L14 Gen1 20U2S0NE00	PF1T4G9N	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26711	440000278854	ThinkPad L14 Gen1 20U2S0NE00	PF1T4GB5	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26723	440000278866	ThinkPad L14 Gen1 20U2S0NE00	PF1T4JF9	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26725	440000278868	ThinkPad L14 Gen1 20U2S0NE00	PF1T4JGR	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26728	440000278871	ThinkPad L14 Gen1 20U2S0NE00	PF1T4JK6	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26754	440000278897	ThinkPad L14 Gen1 20U2S0NE00	PF1T4LWR	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26757	440000278900	ThinkPad L14 Gen1 20U2S0NE00	PF1T4LZ0	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26758	440000278901	ThinkPad L14 Gen1 20U2S0NE00	PF1T4LZ4	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26803	440000278946	ThinkPad L14 Gen1 20U2S0NE00	PF1T4VY2	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26807	440000278950	ThinkPad L14 Gen1 20U2S0NE00	PF1T4X08	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26808	440000278951	ThinkPad L14 Gen1 20U2S0NE00	PF1T4X16	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26833	440000278976	ThinkPad L14 Gen1 20U2S0NE00	PF1T59EX	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26836	440000278979	ThinkPad L14 Gen1 20U2S0NE00	PF1T59GE	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26838	440000278981	ThinkPad L14 Gen1 20U2S0NE00	PF1T59J2	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26841	440000278984	ThinkPad L14 Gen1 20U2S0NE00	PF1T59KX	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26854	440000278997	ThinkPad L14 Gen1 20U2S0NE00	PF1T5B1A	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26856	440000278999	ThinkPad L14 Gen1 20U2S0NE00	PF1T5B7E	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-27004	440000279147	ThinkPad L14 Gen1 20U2S0NE00	PF1T5J5L	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-27040	440000279183	ThinkPad L14 Gen1 20U2S0NE00	PF1T5LE8	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-27041	440000279184	ThinkPad L14 Gen1 20U2S0NE00	PF1T5LEP	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-27046	440000279189	ThinkPad L14 Gen1 20U2S0NE00	PF1T5LMR	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-27048	440000279191	ThinkPad L14 Gen1 20U2S0NE00	PF1T5MZX	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-27052	440000279195	ThinkPad L14 Gen1 20U2S0NE00	PF1T5N2M	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-27053	440000279196	ThinkPad L14 Gen1 20U2S0NE00	PF1T5N6A	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-27060	440000279203	ThinkPad L14 Gen1 20U2S0NE00	PF1T5PT8	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-27061	440000279204	ThinkPad L14 Gen1 20U2S0NE00	PF1T5PTN	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-27078	440000279221	ThinkPad L14 Gen1 20U2S0NE00	PF1T5RQF	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-27106	440000279249	ThinkPad L14 Gen1 20U2S0NE00	PF1T5VDY	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-27111	440000279254	ThinkPad L14 Gen1 20U2S0NE00	PF1T5VJP	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-27134	440000279277	ThinkPad L14 Gen1 20U2S0NE00	PF1T5W36	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-27223	440000279366	ThinkPad L14 Gen1 20U2S0NE00	PF1T60CL	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-27323	440000279466	ThinkPad L14 Gen1 20U2S0NE00	PF1T63S6	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-27341	440000279484	ThinkPad L14 Gen1 20U2S0NE00	PF1T643Z	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-27362	440000279505	ThinkPad L14 Gen1 20U2S0NE00	PF1T64J0	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-27363	440000279506	ThinkPad L14 Gen1 20U2S0NE00	PF1T64JQ	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-27501	440000279644	ThinkPad L14 Gen1 20U2S0NE00	PF1T6EQM	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : May 31st, 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
21-27502	440000279645	ThinkPad L14 Gen1 20U2S0NE00	PF1T6EYN	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-27507	440000279650	ThinkPad L14 Gen1 20U2S0NE00	PF1T6F1V	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-27510	440000279653	ThinkPad L14 Gen1 20U2S0NE00	PF1T6F8S	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-27516	440000279659	ThinkPad L14 Gen1 20U2S0NE00	PF1T6FJC	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-27518	440000279661	ThinkPad L14 Gen1 20U2S0NE00	PF1T6FL0	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-27521	440000279664	ThinkPad L14 Gen1 20U2S0NE00	PF1T6FTC	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-27522	440000279665	ThinkPad L14 Gen1 20U2S0NE00	PF1T6FTV	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-27524	440000279667	ThinkPad L14 Gen1 20U2S0NE00	PF1T6FWK	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-45505	440000297503	LENOVO 300E (1B CELERON TOUCH)	R910QRNG	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45557	440000297555	LENOVO 300E (1B CELERON TOUCH)	R910QRRY	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45513	440000297511	LENOVO 300E (1B CELERON TOUCH)	R910QRQ5	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45498	440000297496	LENOVO 300E (1B CELERON TOUCH)	R910QRPZ	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45593	440000297591	LENOVO 300E (1B CELERON TOUCH)	R910QRQ4	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45536	440000297534	LENOVO 300E (1B CELERON TOUCH)	R910QRQV	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45596	440000297594	LENOVO 300E (1B CELERON TOUCH)	R910QRPR	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45591	440000297589	LENOVO 300E (1B CELERON TOUCH)	R910QRNB	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45533	440000297531	LENOVO 300E (1B CELERON TOUCH)	R910QRMS	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45592	440000297590	LENOVO 300E (1B CELERON TOUCH)	R910QRND	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45578	440000297576	LENOVO 300E (1B CELERON TOUCH)	R910QRS7	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45550	440000297548	LENOVO 300E (1B CELERON TOUCH)	R910QRQB	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45545	440000297543	LENOVO 300E (1B CELERON TOUCH)	R910QRMW	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45577	440000297575	LENOVO 300E (1B CELERON TOUCH)	R910QRPS	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45600	440000297598	LENOVO 300E (1B CELERON TOUCH)	R910QRRN	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45532	440000297530	LENOVO 300E (1B CELERON TOUCH)	R910PRP4	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45492	440000297490	LENOVO 300E (1B CELERON TOUCH)	R910QRN2	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45594	440000297592	LENOVO 300E (1B CELERON TOUCH)	R910QRP2	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45589	440000297587	LENOVO 300E (1B CELERON TOUCH)	R910QRP5	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45590	440000297588	LENOVO 300E (1B CELERON TOUCH)	R910QRNK	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45483	440000297481	LENOVO 300E (1B CELERON TOUCH)	R910QRMD	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45519	440000297517	LENOVO 300E (1B CELERON TOUCH)	R910QRMY	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45548	440000297546	LENOVO 300E (1B CELERON TOUCH)	R910QRPJ	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45525	440000297523	LENOVO 300E (1B CELERON TOUCH)	R910PRR3	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45573	440000297571	LENOVO 300E (1B CELERON TOUCH)	R910PRQ3	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45485	440000297483	LENOVO 300E (1B CELERON TOUCH)	R910QRPX	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45517	440000297515	LENOVO 300E (1B CELERON TOUCH)	R910QRN7	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45518	440000297516	LENOVO 300E (1B CELERON TOUCH)	R910QRNW	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45587	440000297585	LENOVO 300E (1B CELERON TOUCH)	R910PRP0	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45543	440000297541	LENOVO 300E (1B CELERON TOUCH)	R910QRP1	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45508	440000297506	LENOVO 300E (1B CELERON TOUCH)	R910QRS5	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45575	440000297573	LENOVO 300E (1B CELERON TOUCH)	R910QRMR	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45527	440000297525	LENOVO 300E (1B CELERON TOUCH)	R910QRRR	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45597	440000297595	LENOVO 300E (1B CELERON TOUCH)	R910QRQQ	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45531	440000297529	LENOVO 300E (1B CELERON TOUCH)	R910QRRA	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45522	440000297520	LENOVO 300E (1B CELERON TOUCH)	R910QRQE	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45552	440000297550	LENOVO 300E (1B CELERON TOUCH)	R910QRNM	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
21-45574	440000297572	LENOVO 300E (1B CELERON TOUCH)	R910QRPV	1	2/10/2021	237.50	044A	3661	5/31/2026	G	5	5	(237.50)	-
20-80002	440000237109	LENOVO TP X1 YOGA 3rd GEN 8G	R90VDVSP	1	7/24/2019	1,370.00	044A	3661	5/31/2026	G	7	5	(1,370.00)	-
21-54448	440000306595	LENOVO THINKPAD L13 i5 (1F i5 TOUCH)	R90Z4WCH	1	3/17/2021	622.50	044A	3661	5/31/2026	G	5	5	(622.50)	-
21-54443	440000306590	LENOVO THINKPAD L13 i5 (1F i5 TOUCH)	R90Z4WCM	1	3/17/2021	622.50	044A	3661	5/31/2026	G	5	5	(622.50)	-
20-07379	440000245578	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDXR1	1	5/5/2020	622.50	044A	3661	5/31/2026	G	6	5	(622.50)	-
20-07603	440000245802	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDY4N	1	5/5/2020	622.50	044A	3661	5/31/2026	G	6	5	(622.50)	-
21-54452	440000306599	LENOVO THINKPAD L13 i5 (1F i5 TOUCH)	R90Z4WCQ	1	3/17/2021	622.50	044A	3661	5/31/2026	G	5	5	(622.50)	-
20-07486	440000245685	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDYA7	1	5/5/2020	622.50	044A	3661	5/31/2026	G	6	5	(622.50)	-
21-01306	440000253439	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDYDT	1	7/26/2020	622.50	044A	3661	5/31/2026	G	6	5	(622.50)	-
21-54460	440000306607	LENOVO THINKPAD L13 YOGA i7 (1i i7)	R90ZDTVP	1	3/17/2021	864.50	044A	3661	5/31/2026	G	5	5	(864.50)	-
20-07396	440000245595	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDXNT	1	5/5/2020	622.50	044A	3661	5/31/2026	G	6	5	(622.50)	-
21-54439	440000306586	LENOVO THINKPAD L13 i5 (1F i5 TOUCH)	R90Z4WCB	1	3/17/2021	622.50	044A	3661	5/31/2026	G	5	5	(622.50)	-
20-07222	440000245421	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDYCJ	1	5/6/2020	622.50	044A	3661	5/31/2026	G	6	5	(622.50)	-
20-07372	440000245571	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDXRF	1	5/5/2020	622.50	044A	3661	5/31/2026	G	6	5	(622.50)	-
21-01354	440000253487	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDXMD	1	7/26/2020	622.50	044A	3661	5/31/2026	G	6	5	(622.50)	-
21-54451	440000306598	LENOVO THINKPAD L13 i5 (1F i5 TOUCH)	R90Z4WCF	1	3/17/2021	622.50	044A	3661	5/31/2026	G	5	5	(622.50)	-
18-04389	440000229245	LENOVO TP X1 YOGA 2ND-GN,(i7) LAPTOP	R90QJ5HG	1	6/5/2018	1,360.00	044A	3661	5/31/2026	T	8	5	(1,360.00)	-
21-01315	440000253448	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDY7J	1	7/26/2020	622.50	044A	3661	5/31/2026	G	6	5	(622.50)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : May 31st, 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
20-07306	440000245505	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDXJY	1	5/5/2020	622.50	044A	3661	5/31/2026	G	6	5	(622.50)	-
S17008794	440000181737	LENOVO M700 SFF DESKTOP	MJ03YDTN	1	9/16/2016	634.00	044D	3661	5/31/2026	G	10	5	(634.00)	-
09-09695	440000038387	PRINTER, LEXMARK T652DN B/W DUPLEX LASER	7931WCK	1	1/15/2009	1,248.00	044A	3661	5/31/2026	T	17	5	(1,248.00)	-
09-09698	440000038393	PRINTER, LEXMARK T652DN B/W DUPLEX LASER	7931WCW	1	1/15/2009	1,248.00	044A	3661	5/31/2026	T	17	5	(1,248.00)	-
09-09694	440000038386	PRINTER, LEXMARK T652DN B/W DUPLEX LASER	7931WC8	1	1/15/2009	1,248.00	044A	3661	5/31/2026	T	17	5	(1,248.00)	-
05-52741	440000033291	PRINTER, LEXMARK T630N B/W LASER	9926BWC	1	5/12/2005	1,208.00	044A	3661	5/31/2026	T	21	5	(1,208.00)	-
09-09704	440000038402	PRINTER, LEXMARK T652DN B/W DUPLEX LASER	7931WHW	1	1/15/2009	1,248.00	044A	3661	5/31/2026	T	17	5	(1,248.00)	-
09-09691	440000038383	PRINTER,LEXMARK T652DN B/W DUPLEX LASER	7931WBW	1	1/15/2009	1,248.00	044A	3661	5/31/2026	T	17	5	(1,248.00)	-
09-09703	440000038400	PRINTER, LEXMARK T652DN B/W DUPLEX LASER	7931WHP	1	1/15/2009	1,248.00	044A	3661	5/31/2026	T	17	5	(1,248.00)	-
18-00202	110000010790	Recordex Simplicity Touch 70in HD interac	ST-700-009991	1	7/24/2017	4,498.00	011A	3661	5/31/2026	G	9	7	(4,498.00)	-
16-03384	440000102075	SERVER, POWEREDGE R220	B79P382	1	3/31/2016	1,868.33	044A	3661	5/31/2026	T	10	5	(1,868.33)	-
997102950	190000000854	Vehicle, Chevrolet Cargo Van 2000	1GCGG25R321206777	1	6/27/2002	14,616.00	019A	9725	5/31/2026	G	24	10	(14,616.00)	-
997103412	190000001165	Vehicle, Ford Cargo, Van 2003	1FTNE24L73HB31570	1	5/15/2003	14,298.00	019A	9725	5/31/2026	G	23	10	(14,298.00)	-
997103413	190000001166	Vehicle, Ford Cargo, Van 2003	1FTNE24L93HB31568	1	5/15/2003	14,298.00	019A	9725	5/31/2026	G	23	10	(14,298.00)	-
997103410	190000001164	Vehicle, Ford Cargo, Van 2003	1FTNE24L93HB31571	1	5/14/2003	14,298.00	019A	9725	5/31/2026	G	23	10	(14,298.00)	-
997102953	190000000857	Vehicle, Chevrolet Cargo Van 2003	1GCGG25R721208533	1	6/27/2002	14,616.00	019A	9725	5/31/2026	G	24	10	(14,616.00)	-
997102968	190000000862	Vehicle, Ford E-250, Van 2004	1FTNE24L74HA89791	1	4/28/2004	14,751.00	019A	9725	5/31/2026	T	22	10	(14,751.00)	-
997102954	190000000858	Vehicle, Chevrolet Cargo Van 2004	1GCGG25R921206735	1	6/27/2002	14,616.00	019A	9725	5/31/2026	G	24	10	(14,616.00)	-
997102955	190000000859	Vehicle, Chevrolet Cargo Van 2005	1GCGG25R521208384	1	6/27/2002	14,616.00	019A	9725	5/31/2026	G	24	10	(14,616.00)	-
05-50088	130000000804	Oven, Lincoln Impinger 1450, Pizza, Stack	N33700	1	4/26/2005	10,643.00	013A	3623	5/31/2026	T	21	7	(10,643.00)	-
R09-83794	130000005965	Refrigerator, Victory RIS-2D-S7-PT Roll-thru, 2-do	N0871095	1	3/27/2009	8,965.05	013A	0021	5/31/2026	G	17	7	(8,965.05)	-
R09-83795	130000005966	Warmer, Victory HIS-1D-S7-PT Roll-thru, 1-door	N0871076	1	3/27/2009	5,743.91	013A	0021	5/31/2026	G	17	7	(5,743.91)	-
96-27568	130000003203	Mixer, Hobart D300T, 30 qt	31-1066-251	1	1/1/1996	4,600.00	013A	3481	5/31/2026	G	30	7	(4,600.00)	-
21-26611	440000278754	ThinkPad L14 Gen1 20U2S0NE00	PF1T3S23	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
21-26612	440000278755	ThinkPad L14 Gen1 20U2S0NE00	PF1T3S2T	1	10/1/2020	503.50	044A	3661	5/31/2026	G	6	5	(503.50)	-
00-04218	130000000002	MACHINE, ICE MAKING AND DISPENSE W/ICE BIN	26307907C	1	3/24/2000	2,573.00	013A	1051	5/31/2026	G	26	7	(2,573.00)	-
09-07344	130000000898	VEGETABLE DRYER	82700024	1	11/5/2008	1,334.00	013A	1051	5/31/2026	T	18	7	(1,334.00)	-
99-07200	130000003401	MIXER, 20 QT WELBILT VIRIMIXER	9930040008FA	1	6/10/1999	1,779.00	013A	1051	5/31/2026	G	27	7	(1,779.00)	-
997103392	190000001148	TRUCK PICKUP 3/4 TON FORD 2003	1FTNF20P63EC74243	1	4/30/2003	20,020.00	019A	9722	5/31/2026	G	23	10	(20,020.00)	-
997103848	190000001567	2008 FORD TRUCK S-DUTY F-25	1FTNF20578ED12715	1	3/4/2008	16,838.10	019A	9604	5/31/2026	T	18	10	(16,838.10)	-
17-02819	440000220406	SERVER, POWEREDGE R330	JG7FXG2	1	5/16/2017	3,530.00	044A	3661	5/31/2026	G	9	5	(3,530.00)	-
21-72167	440000325190	LENOVO 300E 2ND GEN (AMD) TOUCH	R9123WNE	1	6/10/2021	264.50	044A	1781	5/31/2026	G	5	5	(264.50)	-
21-72182	440000325205	LENOVO 300E 2ND GEN (AMD) TOUCH	R9123WMG	1	6/10/2021	264.50	044A	1781	5/31/2026	G	5	5	(264.50)	-
R13-80357	110000005375	ActiveBoard 378 (300 series 78")	C1207020283	1	10/16/2012	1,227.00	011A	1781	5/31/2026	T	14	7	(1,227.00)	-
R14-80572	110000005574	PROMETHEAN BOARD W/STAND	0837390220	1	8/29/2013	1,677.00	011A	1781	5/31/2026	T	13	7	(1,677.00)	-
03-18803	440000006222	PRINTER, LEXMARK T520N	990D39N	1	4/14/2003	1,234.00	044A	2961	5/31/2026	T	23	5	(1,234.00)	-
03-20636	440000006456	PRINTER, LEXMARK T520N	9910BYX	1	5/16/2003	1,208.00	044A	2961	5/31/2026	T	23	5	(1,208.00)	-
03-84100	440000008112	Printer, Lexmark T520	990CZ7K	1	4/11/2003	1,200.00	044A	2961	5/31/2026	T	23	5	(1,200.00)	-
04-02303	440000008920	PRINTER, LEXMARK T630N	9912KKY	1	8/12/2003	1,208.00	044A	2961	5/31/2026	T	23	5	(1,208.00)	-
04-02304	440000008922	PRINTER, LEXMARK T630N	9912KKK	1	8/12/2003	1,208.00	044A	2961	5/31/2026	T	23	5	(1,208.00)	-
04-10100	440000011097	PRINTER, LEXMARK T632N B/W LASER 2 DRAWER	991BLNM	1	12/18/2003	1,394.00	044A	2961	5/31/2026	T	22	5	(1,394.00)	-
04-17655	440000012628	PRINTER LEXMARK T630N B/W LASER 2 DRAWERS	991L98F	1	5/18/2004	1,394.00	044A	2961	5/31/2026	T	22	5	(1,394.00)	-
04-17656	440000012629	PRINTER, LEXMARK T630N B/W LASER	991L989	1	5/18/2004	1,208.00	044A	2961	5/31/2026	T	22	5	(1,208.00)	-
04-17657	440000012631	PRINTER LEXMARK T630N B/W LASER	991M2PN	1	5/18/2004	1,208.00	044A	2961	5/31/2026	T	22	5	(1,208.00)	-
04-85323	440000015042	Printer, Lexmark T630	9925TTZ	1	11/25/2002	1,300.00	044A	2961	5/31/2026	T	24	5	(1,300.00)	-
05-35823	440000023395	PRINTER, LEXMARK T630N BLACK/WHITE LASER	991WZRG	1	11/9/2004	1,208.00	044A	2961	5/31/2026	T	22	5	(1,208.00)	-
05-35824	440000023397	PRINTER, LEXMARK T630N BLACK/WHITE LASER	991WZKB	1	11/9/2004	1,208.00	044A	2961	5/31/2026	T	22	5	(1,208.00)	-
05-35825	440000023399	PRINTER, LEXMARK T630N BLACK/WHITE LASER	991WZKD	1	11/9/2004	1,208.00	044A	2961	5/31/2026	T	22	5	(1,208.00)	-
05-35826	440000023401	PRINTER, LEXMARK T630N BLACK/WHITE LASER	991WZK2	1	11/9/2004	1,208.00	044A	2961	5/31/2026	T	22	5	(1,208.00)	-
05-35827	440000023403	PRINTER, LEXMARK T630N BLACK/WHITE LASER	991WZK4	1	11/9/2004	1,208.00	044A	2961	5/31/2026	T	22	5	(1,208.00)	-
05-35828	440000023405	PRINTER, LEXMARK T630N BLACK/WHITE LASER	991WZMB	1	11/9/2004	1,208.00	044A	2961	5/31/2026	T	22	5	(1,208.00)	-
05-35829	440000023407	PRINTER, LEXMARK T630N BLACK/WHITE LASER	991WZRB	1	11/9/2004	1,208.00	044A	2961	5/31/2026	T	22	5	(1,208.00)	-
05-35830	440000023410	PRINTER, LEXMARK T630N BLACK/WHITE LASER	991WZRD	1	11/9/2004	1,208.00	044A	2961	5/31/2026	T	22	5	(1,208.00)	-
05-35831	440000023412	PRINTER, LEXMARK T630N BLACK/WHITE LASER	991WZRM	1	11/9/2004	1,208.00	044A	2961	5/31/2026	T	22	5	(1,208.00)	-
05-35832	440000023414	PRINTER, LEXMARK T630N BLACK/WHITE LASER	991WZR4	1	11/9/2004	1,208.00	044A	2961	5/31/2026	T	22	5	(1,208.00)	-
05-35833	440000023416	PRINTER, LEXMARK T630N BLACK/WHITE LASER	991WZR6	1	11/9/2004	1,208.00	044A	2961	5/31/2026	T	22	5	(1,208.00)	-
05-35834	440000023418	PRINTER, LEXMARK T630N BLACK/WHITE LASER	991WZR8	1	11/9/2004	1,208.00	044A	2961	5/31/2026	T	22	5	(1,208.00)	-
05-42226	440000027272	PRINTER, LEXMARK T630N B/W LASER 2 DRAWERS	9925TMD	1	1/28/2005	1,394.00	044A	2961	5/31/2026	T	21	5	(1,394.00)	-
05-44884	440000028487	PRINTER, LEXMARK T630N B/W LASER	99216L8	1	2/17/2005	1,208.00	044A	2961	5/31/2026	T	21	5	(1,208.00)	-
05LL03472	440000149762	Lexmark Refresh Printer-T640n	7902024	1	6/17/2005	1,099.66	044A	2961	5/31/2026	T	21	5	(1,099.66)	-
05LL03473	440000149764	Lexmark Refresh Printer-T640n	79020PF	1	6/17/2005	1,099.66	044A	2961	5/31/2026	T	21	5	(1,099.66)	-
05LL03474	440000149766	Lexmark Refresh Printer-T640n	79020B1	1	6/17/2005	1,099.66	044A	2961	5/31/2026	T	21	5	(1,099.66)	-
05LL03475	440000149769	Lexmark Refresh Printer-T640n	7902087	1	6/17/2005	1,099.66	044A	2961	5/31/2026	T	21	5	(1,099.66)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : May 31st, 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
05LL03476	440000149771	Lexmark Refresh Printer-T640n	7901ZYT	1	6/17/2005	1,099.66	044A	2961	5/31/2026	T	21	5	(1,099.66)	-
05LL03477	440000149774	Lexmark Refresh Printer-T640n	7901YDC	1	6/17/2005	1,099.66	044A	2961	5/31/2026	T	21	5	(1,099.66)	-
05LL03479	440000149776	Lexmark Refresh Printer-T640n	790207X	1	6/17/2005	1,099.66	044A	2961	5/31/2026	T	21	5	(1,099.66)	-
05LL03480	440000149779	Lexmark Refresh Printer-T640n	79020PN	1	6/17/2005	1,099.66	044A	2961	5/31/2026	T	21	5	(1,099.66)	-
05LL03481	440000149781	Lexmark Refresh Printer-T640n	7902F1W	1	6/17/2005	1,099.66	044A	2961	5/31/2026	T	21	5	(1,099.66)	-
05LL03482	440000149783	Lexmark Refresh Printer-T640n	7902F1B	1	6/17/2005	1,099.66	044A	2961	5/31/2026	T	21	5	(1,099.66)	-
05LL03483	440000149786	Lexmark Refresh Printer-T640n	7902F2M	1	6/17/2005	1,099.66	044A	2961	5/31/2026	T	21	5	(1,099.66)	-
05LL03484	440000149788	Lexmark Refresh Printer-T640n	7902F2K	1	6/17/2005	1,099.66	044A	2961	5/31/2026	T	21	5	(1,099.66)	-
05LL03485	440000149790	Lexmark Refresh Printer-T640n	7902F1M	1	6/17/2005	1,099.66	044A	2961	5/31/2026	T	21	5	(1,099.66)	-
05LL03486	440000149792	Lexmark Refresh Printer-T640n	79014CW	1	6/17/2005	1,099.66	044A	2961	5/31/2026	T	21	5	(1,099.66)	-
05LL03487	440000149794	Lexmark Refresh Printer-T640n	79017M2	1	6/17/2005	1,099.66	044A	2961	5/31/2026	T	21	5	(1,099.66)	-
05LL03488	440000149797	Lexmark Refresh Printer-T640n	79017FW	1	6/17/2005	1,099.66	044A	2961	5/31/2026	T	21	5	(1,099.66)	-
05LL03489	440000149799	Lexmark Refresh Printer-T640n	79014CX	1	6/17/2005	1,099.66	044A	2961	5/31/2026	T	21	5	(1,099.66)	-
05LL03490	440000149801	Lexmark Refresh Printer-T640n	79014CY	1	6/17/2005	1,099.66	044A	2961	5/31/2026	T	21	5	(1,099.66)	-
05LL03491	440000149804	Lexmark Refresh Printer-T640n	79014D8	1	6/17/2005	1,099.66	044A	2961	5/31/2026	T	21	5	(1,099.66)	-
05LL03492	440000149806	Lexmark Refresh Printer-T640n	79014FV	1	6/17/2005	1,099.66	044A	2961	5/31/2026	T	21	5	(1,099.66)	-
05LL03493	440000149808	Lexmark Refresh Printer-T640n	79014FM	1	6/17/2005	1,099.66	044A	2961	5/31/2026	T	21	5	(1,099.66)	-
05LL03494	440000149811	Lexmark Refresh Printer-T640n	79014FL	1	6/17/2005	1,099.66	044A	2961	5/31/2026	T	21	5	(1,099.66)	-
05LL03495	440000149813	Lexmark Refresh Printer-T640n	7902F2B	1	6/17/2005	1,099.66	044A	2961	5/31/2026	T	21	5	(1,099.66)	-
05LL03496	440000149815	Lexmark Refresh Printer-T640n	7902F2R	1	6/17/2005	1,099.66	044A	2961	5/31/2026	T	21	5	(1,099.66)	-
07-01850	440000049346	PRINTER, LEXMARK T640N B/W LASER	790F6DN	1	8/28/2006	1,198.00	044A	2961	5/31/2026	T	20	5	(1,198.00)	-
07-07921	440000003496	PRINTER, LEXMARK C772	940PH30	1	2/5/2007	3,067.00	044A	2961	5/31/2026	T	19	5	(3,067.00)	-
09-12277	440000041056	PRINTER, LEXMARK T652DN B/W DUPLEX BKKPR	7938NXM	1	6/23/2009	1,599.00	044A	2961	5/31/2026	T	17	5	(1,599.00)	-
10-81387	440000051126	Printer, Lexmark X656DE	793F274	1	11/19/2009	2,800.00	044A	2961	5/31/2026	T	17	5	(2,800.00)	-
15-02709	440000090286	PRINTER, LEXMARK MX710DE B/W LASER/FAX/C	7463479906D4K	1	11/10/2014	3,096.00	044A	2961	5/31/2026	T	12	5	(3,096.00)	-
06-09626	140000001464	STRIPPER, FLOOR PROPANE 30" WINDSOR	050631641	1	2/2/2006	6,375.47	014A	1091	5/31/2026	T	20	7	(6,375.47)	-
13-03183	440000068875	CART, SAFEHARBOR 30 CAPACITY NOTEBOOK	24374	1	2/4/2013	1,450.00	044A	1091	5/31/2026	T	13	5	(1,450.00)	-
21-22105	440000274248	ThinkPad L14 Gen1 20U2S0NE00	PF1BVHNS	1	10/1/2020	503.50	044A	1091	5/31/2026	G	6	5	(503.50)	-
21-23179	440000275322	ThinkPad L14 Gen1 20U2S0NF00	PF1ST2ND	1	10/1/2020	478.50	044A	1091	5/31/2026	G	6	5	(478.50)	-
21-23502	440000275645	ThinkPad L14 Gen1 20U2S0NF00	PF1STHK6	1	10/1/2020	478.50	044A	1091	5/31/2026	G	6	5	(478.50)	-
21-23599	440000275742	ThinkPad L14 Gen1 20U2S0NF00	PF1STKV2	1	10/1/2020	478.50	044A	1091	5/31/2026	G	6	5	(478.50)	-
21-23712	440000275855	ThinkPad L14 Gen1 20U2S0NF00	PF1STQWG	1	10/1/2020	478.50	044A	1091	5/31/2026	G	6	5	(478.50)	-
21-23724	440000275867	ThinkPad L14 Gen1 20U2S0NF00	PF1STRPQ	1	10/1/2020	478.50	044A	1091	5/31/2026	G	6	5	(478.50)	-
21-23803	440000275946	ThinkPad L14 Gen1 20U2S0NF00	PF1STT4Z	1	10/1/2020	478.50	044A	1091	5/31/2026	G	6	5	(478.50)	-
21-24159	440000276302	ThinkPad L14 Gen1 20U2S0NF00	PF1SVNB0	1	10/1/2020	478.50	044A	1091	5/31/2026	G	6	5	(478.50)	-
21-24479	440000276622	ThinkPad L14 Gen1 20U2S0NF00	PF1SWC8T	1	10/1/2020	478.50	044A	1091	5/31/2026	G	6	5	(478.50)	-
21-24684	440000276827	ThinkPad L14 Gen1 20U2S0NF00	PF1SWMQW	1	10/1/2020	478.50	044A	1091	5/31/2026	G	6	5	(478.50)	-
21-24722	440000276865	ThinkPad L14 Gen1 20U2S0NF00	PF1SWNSP	1	10/1/2020	478.50	044A	1091	5/31/2026	G	6	5	(478.50)	-
21-24990	440000277133	ThinkPad L14 Gen1 20U2S0NF00	PF1SX2CR	1	10/1/2020	478.50	044A	1091	5/31/2026	G	6	5	(478.50)	-
21-25198	440000277341	ThinkPad L14 Gen1 20U2S0NE00	PF1SXKWY	1	10/1/2020	503.50	044A	1091	5/31/2026	G	6	5	(503.50)	-
21-25842	440000277985	ThinkPad L14 Gen1 20U2S0NE00	PF1SZX3Z	1	10/1/2020	503.50	044A	1091	5/31/2026	G	6	5	(503.50)	-
21-26028	440000278171	ThinkPad L14 Gen1 20U2S0NE00	PF1T0KZD	1	10/1/2020	503.50	044A	1091	5/31/2026	G	6	5	(503.50)	-
21-26484	440000278627	ThinkPad L14 Gen1 20U2S0NE00	PF1T2G3J	1	10/1/2020	503.50	044A	1091	5/31/2026	G	6	5	(503.50)	-
21-27450	440000279593	ThinkPad L14 Gen1 20U2S0NE00	PF1T6A31	1	10/1/2020	503.50	044A	1091	5/31/2026	G	6	5	(503.50)	-
21-27638	440000279781	ThinkPad L14 Gen1 20U2S0NE00	PF1T6Q0V	1	10/1/2020	503.50	044A	1091	5/31/2026	G	6	5	(503.50)	-
21-27964	440000280107	ThinkPad L14 Gen1 20U2S0NE00	PF1T77QH	1	10/1/2020	503.50	044A	1091	5/31/2026	G	6	5	(503.50)	-
21-27969	440000280112	ThinkPad L14 Gen1 20U2S0NE00	PF1T77SP	1	10/1/2020	503.50	044A	1091	5/31/2026	G	6	5	(503.50)	-
21-28064	440000280207	ThinkPad L14 Gen1 20U2S0NE00	PF1T7FFF	1	10/1/2020	503.50	044A	1091	5/31/2026	G	6	5	(503.50)	-
21-28469	440000280612	ThinkPad L14 Gen1 20U2S0NE00	PF1T83XW	1	10/1/2020	503.50	044A	1091	5/31/2026	G	6	5	(503.50)	-
21-29138	440000281281	ThinkPad L14 Gen1 20U2S0NE00	PF1TA365	1	10/1/2020	503.50	044A	1091	5/31/2026	G	6	5	(503.50)	-
21-29442	440000281585	ThinkPad L14 Gen1 20U2S0NE00	PF1TAKVW	1	10/1/2020	503.50	044A	1091	5/31/2026	G	6	5	(503.50)	-
21-29613	440000281756	ThinkPad L14 Gen1 20U2S0NE00	PF1TAQJN	1	10/1/2020	503.50	044A	1091	5/31/2026	G	6	5	(503.50)	-
21-29627	440000281770	ThinkPad L14 Gen1 20U2S0NE00	PF1TAQNF	1	10/1/2020	503.50	044A	1091	5/31/2026	G	6	5	(503.50)	-
21-29700	440000281843	ThinkPad L14 Gen1 20U2S0NE00	PF1TAVSX	1	10/1/2020	503.50	044A	1091	5/31/2026	G	6	5	(503.50)	-
21-30062	440000282205	ThinkPad L14 Gen1 20U2S0NF00	PF1TD3K9	1	10/1/2020	478.50	044A	1091	5/31/2026	G	6	5	(478.50)	-
21-30969	440000283112	ThinkPad L14 Gen1 20U2S0NE00	PF1VC6G8	1	10/1/2020	503.50	044A	1091	5/31/2026	G	6	5	(503.50)	-
21-31282	440000283425	ThinkPad L14 Gen1 20U2S0NE00	PF1VCHL2	1	10/1/2020	503.50	044A	1091	5/31/2026	G	6	5	(503.50)	-
21-31580	440000283723	ThinkPad L14 Gen1 20U2S0NF00	PF1WFWJ2	1	10/1/2020	478.50	044A	1091	5/31/2026	G	6	5	(478.50)	-
20-07976	440000246175	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDY21	1	5/6/2020	622.50	044A	1091	5/31/2026	G	6	5	(622.50)	-
20-11996	440000250105	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFA30	1	6/30/2020	463.50	044A	1091	5/31/2026	G	6	5	(463.50)	-
20-12009	440000250118	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFA4Z	1	6/30/2020	463.50	044A	1091	5/31/2026	G	6	5	(463.50)	-
20-05652	440000243851	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHJ9	1	5/5/2020	463.50	044A	1091	5/31/2026	G	6	5	(463.50)	-
20-05664	440000243863	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHKN	1	5/5/2020	463.50	044A	1091	5/31/2026	G	6	5	(463.50)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : May 31st, 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
20-05647	440000243846	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHN6	1	5/5/2020	463.50	044A	1091	5/31/2026	G	6	5	(463.50)	-
20-07969	440000246168	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90Y2NKS	1	5/6/2020	622.50	044A	1091	5/31/2026	G	6	5	(622.50)	-
15-02573	440000090044	PRINTER, LEXMARK MX710DE B/W LASER/FAX/C	7463479906FR0	1	10/31/2014	3,096.00	044A	2741	5/31/2026	T	12	5	(3,096.00)	-
18-01358	110000011352	Recordex SimplicityTouch 70in HD interac	ST-700-009359	1	9/19/2017	4,498.00	011A	2741	5/31/2026	G	9	7	(4,498.00)	-
20-00047	440000234412	LENOVO TP X1 YOGA 3RD GEN (i7-8550U)	R90VDVSQ	1	7/23/2019	1,370.00	044A	2741	5/31/2026	G	7	5	(1,370.00)	-
20-05462	440000243661	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFGEA	1	5/5/2020	463.50	044A	2741	5/31/2026	G	6	5	(463.50)	-
20-05630	440000243829	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHLT	1	5/5/2020	463.50	044A	2741	5/31/2026	G	6	5	(463.50)	-
20-05663	440000243862	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHKL	1	5/5/2020	463.50	044A	2741	5/31/2026	G	6	5	(463.50)	-
20-05683	440000243882	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHPF	1	5/5/2020	463.50	044A	2741	5/31/2026	G	6	5	(463.50)	-
20-05713	440000243912	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHTJ	1	5/5/2020	463.50	044A	2741	5/31/2026	G	6	5	(463.50)	-
20-05762	440000243961	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHZZ	1	5/5/2020	463.50	044A	2741	5/31/2026	G	6	5	(463.50)	-
20-05781	440000243980	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFG7J	1	5/5/2020	463.50	044A	2741	5/31/2026	G	6	5	(463.50)	-
20-05844	440000244043	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFGJT	1	5/5/2020	463.50	044A	2741	5/31/2026	G	6	5	(463.50)	-
20-05877	440000244076	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFGFQ	1	5/5/2020	463.50	044A	2741	5/31/2026	G	6	5	(463.50)	-
20-06061	440000244260	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHXJ	1	5/5/2020	463.50	044A	2741	5/31/2026	G	6	5	(463.50)	-
20-06114	440000244313	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFJ0S	1	5/5/2020	463.50	044A	2741	5/31/2026	G	6	5	(463.50)	-
21-03660	440000255740	LENOVO 300E (1B CELERON TOUCH)	P2083GFF	1	8/12/2020	237.50	044A	2741	5/31/2026	G	6	5	(237.50)	-
21-03667	440000255747	LENOVO 300E (1B CELERON TOUCH)	P2083GXY	1	8/12/2020	237.50	044A	2741	5/31/2026	G	6	5	(237.50)	-
21-03671	440000255751	LENOVO 300E (1B CELERON TOUCH)	P208CPCC	1	8/12/2020	237.50	044A	2741	5/31/2026	G	6	5	(237.50)	-
21-03674	440000255754	LENOVO 300E (1B CELERON TOUCH)	P2083GWD	1	8/12/2020	237.50	044A	2741	5/31/2026	G	6	5	(237.50)	-
21-03677	440000255757	LENOVO 300E (1B CELERON TOUCH)	P2083GAS	1	8/12/2020	237.50	044A	2741	5/31/2026	G	6	5	(237.50)	-
21-03686	440000255766	LENOVO 300E (1B CELERON TOUCH)	P2083GD8	1	8/12/2020	237.50	044A	2741	5/31/2026	G	6	5	(237.50)	-
21-03700	440000255780	LENOVO 300E (1B CELERON TOUCH)	P2083GGJ	1	8/12/2020	237.50	044A	2741	5/31/2026	G	6	5	(237.50)	-
21-03709	440000255789	LENOVO 300E (1B CELERON TOUCH)	P2083F8A	1	8/12/2020	237.50	044A	2741	5/31/2026	G	6	5	(237.50)	-
21-03716	440000255796	LENOVO 300E (1B CELERON TOUCH)	P2083GLT	1	8/12/2020	237.50	044A	2741	5/31/2026	G	6	5	(237.50)	-
21-03725	440000255805	LENOVO 300E (1B CELERON TOUCH)	P2083GHQ	1	8/12/2020	237.50	044A	2741	5/31/2026	G	6	5	(237.50)	-
21-03738	440000255818	LENOVO 300E (1B CELERON TOUCH)	P208CP3V	1	8/12/2020	237.50	044A	2741	5/31/2026	G	6	5	(237.50)	-
21-03739	440000255819	LENOVO 300E (1B CELERON TOUCH)	P208CP3J	1	8/12/2020	237.50	044A	2741	5/31/2026	G	6	5	(237.50)	-
21-03743	440000255823	LENOVO 300E (1B CELERON TOUCH)	P208CN1X	1	8/12/2020	237.50	044A	2741	5/31/2026	G	6	5	(237.50)	-
21-03771	440000255851	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YBGEA	1	8/12/2020	622.50	044A	2741	5/31/2026	G	6	5	(622.50)	-
21-03775	440000255855	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YBF8W	1	8/12/2020	622.50	044A	2741	5/31/2026	G	6	5	(622.50)	-
05LL01445	440000145459	Lexmark Refresh Printer-T640n	79014X7	1	6/17/2005	1,099.66	044A	1021	5/31/2026	T	21	5	(1,099.66)	-
05LL01448	440000145462	Lexmark Refresh Printer-T640n	7902DMK	1	6/17/2005	1,099.66	044A	1021	5/31/2026	T	21	5	(1,099.66)	-
05LL01453	440000145471	Lexmark Refresh Printer-T640n	7902DLV	1	6/17/2005	1,099.66	044A	1021	5/31/2026	T	21	5	(1,099.66)	-
05LL01454	440000145473	Lexmark Refresh Printer-T640n	7902DNG	1	6/17/2005	1,099.66	044A	1021	5/31/2026	T	21	5	(1,099.66)	-
07-08839	600000000039	VIEWSONIC 37" LCD TV	PVE062850132	1	1/29/2007	1,240.45	060A	1021	5/31/2026	T	19	7	(1,240.45)	-
07-10348	440000005665	APPLE DESKTOP IMAC INTEL W/17" FLAT PANEL	W86461GCWH5	1	3/16/2007	1,099.00	044A	1021	5/31/2026	T	19	5	(1,099.00)	-
09-06492	110000001787	ACTIVBOARD PROMETHEAN(WHITEBOARD)	0833324063	1	10/22/2008	4,375.00	011A	1021	5/31/2026	T	18	7	(4,375.00)	-
09-06494	110000001789	ACTIVBOARD PROMETHEAN(WHITEBOARD)	0833324062	1	10/22/2008	4,375.00	011A	1021	5/31/2026	T	18	7	(4,375.00)	-
09-09089	110000002032	ACTIVBOARD, PROMETHEAN/WHITEBOARD	B0810270006	1	1/15/2009	4,375.00	011A	1021	5/31/2026	T	17	7	(4,375.00)	-
09-11470	110000002242	ACTIVBOARD, PROMETHEAN (WHITEBOARD)	B0811070972	1	5/26/2009	4,375.00	011A	1021	5/31/2026	T	17	7	(4,375.00)	-
10-02896	110000003269	ACTIVBOARD, PROMETHEAN (WHITEBOARD)	C0908140966	1	12/14/2009	4,375.00	011A	1021	5/31/2026	T	16	7	(4,375.00)	-
10-02897	110000003270	ACTIVBOARD, PROMETHEAN (WHITEBOARD)	C0908140967	1	12/14/2009	4,375.00	011A	1021	5/31/2026	T	16	7	(4,375.00)	-
10-04968	110000003637	AB378PUS ACTIVBOARD 378PRO 78 ACTIVEBOA	C0911120482	1	5/21/2010	1,169.00	011A	1021	5/31/2026	T	16	7	(1,169.00)	-
11-01965	110000004338	AB23378PUS20AS Activboard+2 378PRO	C1008200909	1	12/7/2010	3,419.00	011A	1021	5/31/2026	T	15	7	(3,419.00)	-
11-01966	110000004339	AB23378PUS20AS Activboard+2 378PRO	C1008200910	1	12/7/2010	3,419.00	011A	1021	5/31/2026	T	15	7	(3,419.00)	-
11-04739	440000054809	APPLE IMAC INTEL W/21.5" LED GLSY WDSCN	C17FL96JDHJF	1	6/22/2011	1,307.85	044A	1021	5/31/2026	T	15	5	(1,307.85)	-
11-04740	440000054810	APPLE IMAC INTEL W/27" GLOSSY WIDESCREEN	D25FT0A8DHJP	1	6/16/2011	1,866.50	044A	1021	5/31/2026	T	15	5	(1,866.50)	-
13-00612	110000005686	AB378PUS Activboard 378PRO	C1202100037	1	8/1/2012	1,227.00	011A	1021	5/31/2026	T	14	7	(1,227.00)	-
13-00613	110000005687	AB378PUS Activboard 378PRO	C1202100038	1	8/1/2012	1,227.00	011A	1021	5/31/2026	T	14	7	(1,227.00)	-
13-03810	440000070036	APPLE IMAC INTEL W/21.5" LED GLSY WDSCN	D25JW2PADNCR	1	3/13/2013	1,479.00	044A	1021	5/31/2026	T	13	5	(1,479.00)	-
14-05211	460000004429	AWARDS MAKER PRINTER 400	30756377	1	5/2/2014	2,495.00	046A	1021	5/31/2026	T	12	7	(2,495.00)	-
14-06430	440000085754	MAC MINI WITH OS X SERVER	C07MQ03PDY3J	1	6/26/2014	1,069.00	044A	1021	5/31/2026	T	12	5	(1,069.00)	-
15-00766	440000086943	LENOVO THINKCENTRE M93Z 23" NON-TOUCH	MJ011F1R	1	8/15/2014	1,073.00	044A	1021	5/31/2026	T	12	5	(1,073.00)	-
15-00767	440000086945	LENOVO THINKCENTRE M93Z 23" NON-TOUCH	MJ011F1S	1	8/15/2014	1,073.00	044A	1021	5/31/2026	T	12	5	(1,073.00)	-
15-00768	440000086947	LENOVO THINKCENTRE M93Z 23" NON-TOUCH	MJ011F1T	1	8/15/2014	1,073.00	044A	1021	5/31/2026	T	12	5	(1,073.00)	-
15-01219	440000087768	LENOVO THINKCENTRE M93Z 23" NON-TOUCH	MJ010U3D	1	9/2/2014	1,070.00	044A	1021	5/31/2026	T	12	5	(1,070.00)	-
15-01220	440000087770	LENOVO THINKCENTRE M93Z 23" NON-TOUCH	MJ010U3E	1	9/2/2014	1,070.00	044A	1021	5/31/2026	T	12	5	(1,070.00)	-
15-01222	440000087774	LENOVO THINKCENTRE M93Z 23" NON-TOUCH	MJ010U3G	1	9/2/2014	1,070.00	044A	1021	5/31/2026	T	12	5	(1,070.00)	-
15-01223	440000087777	LENOVO THINKCENTRE M93Z 23" NON-TOUCH	MJ010U3H	1	9/2/2014	1,070.00	044A	1021	5/31/2026	T	12	5	(1,070.00)	-
15-01224	440000087779	LENOVO THINKCENTRE M93Z 23" NON-TOUCH	MJ010U3J	1	9/2/2014	1,070.00	044A	1021	5/31/2026	T	12	5	(1,070.00)	-
15-01225	440000087781	LENOVO THINKCENTRE M93Z 23" NON-TOUCH	MJ010U3K	1	9/2/2014	1,070.00	044A	1021	5/31/2026	T	12	5	(1,070.00)	-
15-01257	440000087840	TERADEK CUBE 255 WIRELESS	25502771	1	9/3/2014	1,590.00	044A	1021	5/31/2026	T	12	5	(1,590.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : May 31st, 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
15-01612	440000088495	LENOVO THINKCENTRE M93Z 23" NON-TOUCH	MJ00ENNA	1	9/16/2014	1,070.00	044A	1021	5/31/2026	T	12	5	(1,070.00)	-
15-01675	440000088625	LENOVO THINKCENTRE M93Z 23" NON-TOUCH	MJ00ENNB	1	9/16/2014	1,070.00	044A	1021	5/31/2026	T	12	5	(1,070.00)	-
15-01677	440000088629	LENOVO THINKCENTRE M93Z 23" NON-TOUCH	MJ00ENN9	1	9/16/2014	1,070.00	044A	1021	5/31/2026	T	12	5	(1,070.00)	-
16-02721	440000100905	SERVER, POWEREDGE R220 CRUCIAL MX500 1813E1347C23	B79T382	1	3/1/2016	1,628.93	044A	1021	5/31/2026	T	10	5	(1,628.93)	-
20-10373	440000248493	LENOVO L390 YOGA (1i i7 LIGHTWEIGHT)	R90XGW9V	1	6/22/2020	864.50	044A	1021	5/31/2026	G	6	5	(864.50)	-
20-10374	440000248494	LENOVO L390 YOGA (1i i7 LIGHTWEIGHT)	R90XGW9N	1	6/22/2020	864.50	044A	1021	5/31/2026	G	6	5	(864.50)	-
20-10376	440000248496	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDXL8	1	6/22/2020	622.50	044A	1021	5/31/2026	G	6	5	(622.50)	-
20-10380	440000248500	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDXL1	1	6/22/2020	622.50	044A	1021	5/31/2026	G	6	5	(622.50)	-
20-10382	440000248502	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDXH2	1	6/22/2020	622.50	044A	1021	5/31/2026	G	6	5	(622.50)	-
20-10387	440000248507	LENOVO 300E (1B CELERON TOUCH)	P2083H0M	1	6/22/2020	237.50	044A	1021	5/31/2026	G	6	5	(237.50)	-
20-10390	440000248510	LENOVO 300E (1B CELERON TOUCH)	P2083GSH	1	6/22/2020	237.50	044A	1021	5/31/2026	G	6	5	(237.50)	-
20-10391	440000248511	LENOVO 300E (1B CELERON TOUCH)	P2083G44	1	6/22/2020	237.50	044A	1021	5/31/2026	G	6	5	(237.50)	-
20-10393	440000248513	LENOVO 300E (1B CELERON TOUCH)	P2083F9V	1	6/22/2020	237.50	044A	1021	5/31/2026	G	6	5	(237.50)	-
21-41902	440000293511	LENOVO THINKPAD L13 i5 (1F i5 TOUCH)	R90ZV3WH	1	1/15/2021	622.50	044A	1021	5/31/2026	G	5	5	(622.50)	-
21-41904	440000293513	LENOVO THINKPAD L13 i5 (1F i5 TOUCH)	R90ZV3WA	1	1/15/2021	622.50	044A	1021	5/31/2026	G	5	5	(622.50)	-
21-41917	440000293526	LENOVO THINKPAD L13 i5 (1F i5 TOUCH)	R90ZV3XS	1	1/15/2021	622.50	044A	1021	5/31/2026	G	5	5	(622.50)	-
21-41918	440000293527	LENOVO THINKPAD L13 i5 (1F i5 TOUCH)	R90ZV3XY	1	1/15/2021	622.50	044A	1021	5/31/2026	G	5	5	(622.50)	-
21-70674	440000323384	LENOVO 300E (1B CELERON TOUCH)	R911L7GT	1	5/27/2021	237.50	044A	1021	5/31/2026	G	5	5	(237.50)	-
21-70687	440000323397	LENOVO 300E (1B CELERON TOUCH)	R911L7GJ	1	5/27/2021	237.50	044A	1021	5/31/2026	G	5	5	(237.50)	-
S17019320	440000190446	LENOVO M700 SFF DESKTOP	MJ04NKCE	1	12/22/2016	634.00	044D	1021	5/31/2026	G	9	5	(634.00)	-
S17019321	440000190447	LENOVO M700 SFF DESKTOP	MJ04NKA3	1	12/22/2016	634.00	044D	1021	5/31/2026	G	9	5	(634.00)	-
S17019322	440000190448	LENOVO M700 SFF DESKTOP	MJ04NKBE	1	12/22/2016	634.00	044D	1021	5/31/2026	G	9	5	(634.00)	-
S17019323	440000190449	LENOVO M700 SFF DESKTOP	MJ04NKC4	1	12/22/2016	634.00	044D	1021	5/31/2026	G	9	5	(634.00)	-
S17019325	440000190451	LENOVO M700 SFF DESKTOP	MJ04NKC9	1	12/22/2016	634.00	044D	1021	5/31/2026	G	9	5	(634.00)	-
S17019326	440000190452	LENOVO M700 SFF DESKTOP	MJ04NKA2	1	12/22/2016	634.00	044D	1021	5/31/2026	G	9	5	(634.00)	-
S17019328	440000190454	LENOVO M700 SFF DESKTOP	MJ04NKBA	1	12/22/2016	634.00	044D	1021	5/31/2026	G	9	5	(634.00)	-
S17019329	440000190455	LENOVO M800z DESKTOP	MJ04LCB0	1	12/22/2016	764.00	044D	1021	5/31/2026	G	9	5	(764.00)	-
S17019332	440000190458	LENOVO M800z DESKTOP	MJ04NAW7	1	12/22/2016	764.00	044D	1021	5/31/2026	G	9	5	(764.00)	-
S17019333	440000190459	LENOVO M800z DESKTOP	MJ04NAW9	1	12/22/2016	764.00	044D	1021	5/31/2026	G	9	5	(764.00)	-
S17019334	440000190460	LENOVO M800z DESKTOP	MJ04NAW5	1	12/22/2016	764.00	044D	1021	5/31/2026	G	9	5	(764.00)	-
S17019336	440000190462	LENOVO M800z DESKTOP	MJ04LCCV	1	12/22/2016	764.00	044D	1021	5/31/2026	G	9	5	(764.00)	-
S17019337	440000190463	LENOVO M800z DESKTOP	MJ04NAW3	1	12/22/2016	764.00	044D	1021	5/31/2026	G	9	5	(764.00)	-
S17039572	440000210490	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605181574	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039573	440000210491	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605181034	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039574	440000210492	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605180228	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039575	440000210493	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605180199	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039576	440000210494	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605180343	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039577	440000210495	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605180355	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039578	440000210496	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605180495	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039579	440000210497	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605180357	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039580	440000210498	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605180407	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039581	440000210499	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605180450	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039582	440000210500	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605180351	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039583	440000210501	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605180410	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039584	440000210502	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605180359	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039585	440000210503	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605180344	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039586	440000210504	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605181539	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039587	440000210505	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605180033	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039588	440000210506	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605180235	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039589	440000210507	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605180304	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039590	440000210508	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605180244	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039591	440000210509	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605181831	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039592	440000210510	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301604252401	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039593	440000210511	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605180237	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039594	440000210512	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605180306	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039595	440000210513	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605180240	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039596	440000210514	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605180206	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039597	440000210515	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605180252	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039598	440000210516	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605180231	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039599	440000210517	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605180305	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039600	440000210518	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605180284	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039601	440000210519	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605180242	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039602	440000210520	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605180215	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : May 31st, 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
S17039603	440000210521	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605180280	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039604	440000210522	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605180281	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039606	440000210524	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605180274	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039607	440000210525	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605180313	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039608	440000210526	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605180230	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039609	440000210527	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605180208	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039610	440000210528	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605180058	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039611	440000210529	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605181023	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
S17039612	440000210530	AP230 INDOOR PLENUM RATED, 2 RADIO 3X3:3	2301605182847	1	2/28/2017	566.17	044D	1021	5/31/2026	G	9	5	(566.17)	-
R14-80656	440000064400	LEXMARK MX710DE MFP	7463479905YN4	1	6/30/2014	2,299.00	044A	1781	5/31/2026	T	12	5	(2,299.00)	-
16-01504	460000004690	CANON 24 COLOR POSTER PRINTER	BABT0356	1	10/22/2015	3,190.00	046A	1781	5/31/2026	T	11	7	(3,190.00)	-
S16068857	440000167370	LENOVO M700 SFF	MJ03NH7Z	1	6/15/2016	634.00	044D	1781	5/31/2026	T	10	5	(634.00)	-
S16068853	440000167366	LENOVO M700 SFF	MJ03NH80	1	6/15/2016	634.00	044D	1781	5/31/2026	T	10	5	(634.00)	-
S16068856	440000167369	LENOVO M700 SFF	MJ03NH8B	1	6/15/2016	634.00	044D	1781	5/31/2026	T	10	5	(634.00)	-
16-03048	440000101409	SERVER, POWEREDGE R220	B7CR382	1	3/24/2016	1,868.33	044A	1781	5/31/2026	T	10	5	(1,868.33)	-
17-03430	110000009415	RECORDEX SIMPLICITY TOUCH 70IN BOARD	ST-750UZ-017277	1	6/6/2017	4,498.00	011A	1781	5/31/2026	G	9	7	(4,498.00)	-
18-00879	110000011142	Recordex SimplicityTouch 70in HD interac	ST-700T-017021	1	8/16/2017	4,498.00	011A	1781	5/31/2026	G	9	7	(4,498.00)	-
20-06153	440000244352	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFJ1R	1	5/5/2020	463.50	044A	1781	5/31/2026	G	6	5	(463.50)	-
20-06113	440000244312	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFJ0R	1	5/5/2020	463.50	044A	1781	5/31/2026	G	6	5	(463.50)	-
20-06041	440000244240	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHYH	1	5/5/2020	463.50	044A	1781	5/31/2026	G	6	5	(463.50)	-
20-06050	440000244249	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHWS	1	5/5/2020	463.50	044A	1781	5/31/2026	G	6	5	(463.50)	-
20-06075	440000244274	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHVR	1	5/5/2020	463.50	044A	1781	5/31/2026	G	6	5	(463.50)	-
20-06002	440000244201	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHTE	1	5/5/2020	463.50	044A	1781	5/31/2026	G	6	5	(463.50)	-
20-06011	440000244210	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHPM	1	5/5/2020	463.50	044A	1781	5/31/2026	G	6	5	(463.50)	-
20-05924	440000244123	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFGRB	1	5/5/2020	463.50	044A	1781	5/31/2026	G	6	5	(463.50)	-
20-05871	440000244070	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFGED	1	5/5/2020	463.50	044A	1781	5/31/2026	G	6	5	(463.50)	-
20-06178	440000244377	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFJ2H	1	5/5/2020	463.50	044A	1781	5/31/2026	G	6	5	(463.50)	-
20-06130	440000244329	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFJ1K	1	5/5/2020	463.50	044A	1781	5/31/2026	G	6	5	(463.50)	-
20-06112	440000244311	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFJ0P	1	5/5/2020	463.50	044A	1781	5/31/2026	G	6	5	(463.50)	-
20-06141	440000244340	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHZY	1	5/5/2020	463.50	044A	1781	5/31/2026	G	6	5	(463.50)	-
20-06106	440000244305	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHZ7	1	5/5/2020	463.50	044A	1781	5/31/2026	G	6	5	(463.50)	-
20-06039	440000244238	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHYD	1	5/5/2020	463.50	044A	1781	5/31/2026	G	6	5	(463.50)	-
20-06053	440000244252	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHWX	1	5/5/2020	463.50	044A	1781	5/31/2026	G	6	5	(463.50)	-
20-06048	440000244247	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHWM	1	5/5/2020	463.50	044A	1781	5/31/2026	G	6	5	(463.50)	-
20-06072	440000244271	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHVK	1	5/5/2020	463.50	044A	1781	5/31/2026	G	6	5	(463.50)	-
20-05974	440000244173	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHGR	1	5/5/2020	463.50	044A	1781	5/31/2026	G	6	5	(463.50)	-
20-05852	440000244051	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFGM1	1	5/5/2020	463.50	044A	1781	5/31/2026	G	6	5	(463.50)	-
20-06165	440000244364	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFJ2G	1	5/5/2020	463.50	044A	1781	5/31/2026	G	6	5	(463.50)	-
20-06126	440000244325	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFJ1B	1	5/5/2020	463.50	044A	1781	5/31/2026	G	6	5	(463.50)	-
20-06152	440000244351	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFJ0F	1	5/5/2020	463.50	044A	1781	5/31/2026	G	6	5	(463.50)	-
20-06137	440000244336	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHZR	1	5/5/2020	463.50	044A	1781	5/31/2026	G	6	5	(463.50)	-
20-06042	440000244241	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHYM	1	5/5/2020	463.50	044A	1781	5/31/2026	G	6	5	(463.50)	-
20-06066	440000244265	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHXV	1	5/5/2020	463.50	044A	1781	5/31/2026	G	6	5	(463.50)	-
20-06076	440000244275	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHVS	1	5/5/2020	463.50	044A	1781	5/31/2026	G	6	5	(463.50)	-
20-06068	440000244267	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHTX	1	5/5/2020	463.50	044A	1781	5/31/2026	G	6	5	(463.50)	-
20-06022	440000244221	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHRR	1	5/5/2020	463.50	044A	1781	5/31/2026	G	6	5	(463.50)	-
20-05929	440000244128	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFH0M	1	5/5/2020	463.50	044A	1781	5/31/2026	G	6	5	(463.50)	-
20-05841	440000244040	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFGJ2	1	5/5/2020	463.50	044A	1781	5/31/2026	G	6	5	(463.50)	-
20-05790	440000243989	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFG9Q	1	5/5/2020	463.50	044A	1781	5/31/2026	G	6	5	(463.50)	-
20-11352	440000249461	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDQJ3	1	6/30/2020	622.50	044A	1781	5/31/2026	G	6	5	(622.50)	-
20-11353	440000249462	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDXZQ	1	6/30/2020	622.50	044A	1781	5/31/2026	G	6	5	(622.50)	-
20-11354	440000249463	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDXYH	1	6/30/2020	622.50	044A	1781	5/31/2026	G	6	5	(622.50)	-
20-11356	440000249465	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDXD4	1	6/30/2020	622.50	044A	1781	5/31/2026	G	6	5	(622.50)	-
20-11357	440000249466	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDQKP	1	6/30/2020	622.50	044A	1781	5/31/2026	G	6	5	(622.50)	-
20-11359	440000249468	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDY1R	1	6/30/2020	622.50	044A	1781	5/31/2026	G	6	5	(622.50)	-
20-11360	440000249469	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDXQG	1	6/30/2020	622.50	044A	1781	5/31/2026	G	6	5	(622.50)	-
20-11369	440000249478	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDYA0	1	6/30/2020	622.50	044A	1781	5/31/2026	G	6	5	(622.50)	-
20-11370	440000249479	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDY03	1	6/30/2020	622.50	044A	1781	5/31/2026	G	6	5	(622.50)	-
20-11361	440000249470	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDYFE	1	6/30/2020	622.50	044A	1781	5/31/2026	G	6	5	(622.50)	-
20-11362	440000249471	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDQTG	1	6/30/2020	622.50	044A	1781	5/31/2026	G	6	5	(622.50)	-
20-11363	440000249472	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDYDQ	1	6/30/2020	622.50	044A	1781	5/31/2026	G	6	5	(622.50)	-
20-11365	440000249474	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDXWY	1	6/30/2020	622.50	044A	1781	5/31/2026	G	6	5	(622.50)	-
20-11366	440000249475	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDQSF	1	6/30/2020	622.50	044A	1781	5/31/2026	G	6	5	(622.50)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : May 31st, 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
20-11367	440000249476	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDYL7	1	6/30/2020	622.50	044A	1781	5/31/2026	G	6	5	(622.50)	-
20-11368	440000249477	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDXCR	1	6/30/2020	622.50	044A	1781	5/31/2026	G	6	5	(622.50)	-
20-11271	440000249380	LENOVO 300E (1B CELERON TOUCH)	P2083FMM	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11272	440000249381	LENOVO 300E (1B CELERON TOUCH)	P2083GWT	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11274	440000249383	LENOVO 300E (1B CELERON TOUCH)	P2083FJ2	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11276	440000249385	LENOVO 300E (1B CELERON TOUCH)	P2083J6G	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11277	440000249386	LENOVO 300E (1B CELERON TOUCH)	P2083G3J	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11278	440000249387	LENOVO 300E (1B CELERON TOUCH)	P2083GMR	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11279	440000249388	LENOVO 300E (1B CELERON TOUCH)	P2083G2Q	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11280	440000249389	LENOVO 300E (1B CELERON TOUCH)	P2083GPV	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11281	440000249390	LENOVO 300E (1B CELERON TOUCH)	P2083GKL	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11282	440000249391	LENOVO 300E (1B CELERON TOUCH)	P2083FE1	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11283	440000249392	LENOVO 300E (1B CELERON TOUCH)	P20848PS	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11286	440000249395	LENOVO 300E (1B CELERON TOUCH)	P2083HZD	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11287	440000249396	LENOVO 300E (1B CELERON TOUCH)	P2083G17	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11288	440000249397	LENOVO 300E (1B CELERON TOUCH)	P2083J1W	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11289	440000249398	LENOVO 300E (1B CELERON TOUCH)	P2083GSS	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11290	440000249399	LENOVO 300E (1B CELERON TOUCH)	P207YVMN	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11291	440000249400	LENOVO 300E (1B CELERON TOUCH)	P207YDW4	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11293	440000249402	LENOVO 300E (1B CELERON TOUCH)	P2083FYN	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11294	440000249403	LENOVO 300E (1B CELERON TOUCH)	P2083GSQ	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11295	440000249404	LENOVO 300E (1B CELERON TOUCH)	P2083F8M	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11296	440000249405	LENOVO 300E (1B CELERON TOUCH)	P2083G18	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11297	440000249406	LENOVO 300E (1B CELERON TOUCH)	P2083G40	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11255	440000249364	LENOVO 300E (1B CELERON TOUCH)	P2083FWC	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11248	440000249357	LENOVO 300E (1B CELERON TOUCH)	P2083FPR	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11249	440000249358	LENOVO 300E (1B CELERON TOUCH)	P2083GW8	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11250	440000249359	LENOVO 300E (1B CELERON TOUCH)	P2083GAF	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11251	440000249360	LENOVO 300E (1B CELERON TOUCH)	P2083FMF	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11252	440000249361	LENOVO 300E (1B CELERON TOUCH)	P2083FGN	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11253	440000249362	LENOVO 300E (1B CELERON TOUCH)	P2083FZM	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11254	440000249363	LENOVO 300E (1B CELERON TOUCH)	P2083G26	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11246	440000249355	LENOVO 300E (1B CELERON TOUCH)	P2083GCN	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11244	440000249353	LENOVO 300E (1B CELERON TOUCH)	P2083FMR	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11257	440000249366	LENOVO 300E (1B CELERON TOUCH)	P2083FPB	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11258	440000249367	LENOVO 300E (1B CELERON TOUCH)	P2083GZV	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11259	440000249368	LENOVO 300E (1B CELERON TOUCH)	P2083FK6	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11260	440000249369	LENOVO 300E (1B CELERON TOUCH)	P20848SF	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11261	440000249370	LENOVO 300E (1B CELERON TOUCH)	P2083HS9	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11262	440000249371	LENOVO 300E (1B CELERON TOUCH)	P2083GPC	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11263	440000249372	LENOVO 300E (1B CELERON TOUCH)	P2083GVE	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11264	440000249373	LENOVO 300E (1B CELERON TOUCH)	P2083F6T	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11267	440000249376	LENOVO 300E (1B CELERON TOUCH)	P2083F7G	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11268	440000249377	LENOVO 300E (1B CELERON TOUCH)	P2083FGA	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11269	440000249378	LENOVO 300E (1B CELERON TOUCH)	P2083GDJ	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11270	440000249379	LENOVO 300E (1B CELERON TOUCH)	P2083FAR	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11325	440000249434	LENOVO 300E (1B CELERON TOUCH)	P2083HY9	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11326	440000249435	LENOVO 300E (1B CELERON TOUCH)	P2083GPN	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11327	440000249436	LENOVO 300E (1B CELERON TOUCH)	P2083GLW	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11328	440000249437	LENOVO 300E (1B CELERON TOUCH)	P2083FDF	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11330	440000249439	LENOVO 300E (1B CELERON TOUCH)	P2083F4L	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11331	440000249440	LENOVO 300E (1B CELERON TOUCH)	P2083GNQ	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11332	440000249441	LENOVO 300E (1B CELERON TOUCH)	P207YW8K	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11333	440000249442	LENOVO 300E (1B CELERON TOUCH)	P207YDV2	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11334	440000249443	LENOVO 300E (1B CELERON TOUCH)	P2083FXC	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11335	440000249444	LENOVO 300E (1B CELERON TOUCH)	P2083J4M	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11336	440000249445	LENOVO 300E (1B CELERON TOUCH)	P2083GAM	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11337	440000249446	LENOVO 300E (1B CELERON TOUCH)	P2083J0B	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11350	440000249459	LENOVO 300E (1B CELERON TOUCH)	P2083FNS	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11351	440000249460	LENOVO 300E (1B CELERON TOUCH)	P2083GAY	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11347	440000249456	LENOVO 300E (1B CELERON TOUCH)	P20848R4	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11348	440000249457	LENOVO 300E (1B CELERON TOUCH)	P2083G11	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11343	440000249452	LENOVO 300E (1B CELERON TOUCH)	P2083H1D	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : May 31st, 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
20-11344	440000249453	LENOVO 300E (1B CELERON TOUCH)	P20848SL	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11345	440000249454	LENOVO 300E (1B CELERON TOUCH)	P2083HSK	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11338	440000249447	LENOVO 300E (1B CELERON TOUCH)	P2083GP7	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11339	440000249448	LENOVO 300E (1B CELERON TOUCH)	P2083G7R	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11340	440000249449	LENOVO 300E (1B CELERON TOUCH)	P207YW14	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11341	440000249450	LENOVO 300E (1B CELERON TOUCH)	P20848V3	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11342	440000249451	LENOVO 300E (1B CELERON TOUCH)	P2083FW7	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11298	440000249407	LENOVO 300E (1B CELERON TOUCH)	P2083G00	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11299	440000249408	LENOVO 300E (1B CELERON TOUCH)	P2083GH9	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11300	440000249409	LENOVO 300E (1B CELERON TOUCH)	P207YVZ6	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11302	440000249411	LENOVO 300E (1B CELERON TOUCH)	P2083G1Z	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11303	440000249412	LENOVO 300E (1B CELERON TOUCH)	P2083GCL	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11304	440000249413	LENOVO 300E (1B CELERON TOUCH)	P2083J07	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11305	440000249414	LENOVO 300E (1B CELERON TOUCH)	P2083G7M	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11306	440000249415	LENOVO 300E (1B CELERON TOUCH)	P2083FV1	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11307	440000249416	LENOVO 300E (1B CELERON TOUCH)	P2083J57	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11308	440000249417	LENOVO 300E (1B CELERON TOUCH)	P2083J0L	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11309	440000249418	LENOVO 300E (1B CELERON TOUCH)	P2083GPG	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11310	440000249419	LENOVO 300E (1B CELERON TOUCH)	P2083GQ7	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11312	440000249421	LENOVO 300E (1B CELERON TOUCH)	P2083GFM	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11314	440000249423	LENOVO 300E (1B CELERON TOUCH)	P2083GP8	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11316	440000249425	LENOVO 300E (1B CELERON TOUCH)	P2083GS4	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11317	440000249426	LENOVO 300E (1B CELERON TOUCH)	P2083G8G	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11318	440000249427	LENOVO 300E (1B CELERON TOUCH)	P207YDDK	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11319	440000249428	LENOVO 300E (1B CELERON TOUCH)	P2083G3F	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11320	440000249429	LENOVO 300E (1B CELERON TOUCH)	P2083FVS	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11321	440000249430	LENOVO 300E (1B CELERON TOUCH)	P2083FV4	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11322	440000249431	LENOVO 300E (1B CELERON TOUCH)	P2083HVF	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11323	440000249432	LENOVO 300E (1B CELERON TOUCH)	P20848QG	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11324	440000249433	LENOVO 300E (1B CELERON TOUCH)	P2083GDR	1	6/30/2020	237.50	044A	1781	5/31/2026	G	6	5	(237.50)	-
20-11371	440000249480	LENOVO L390 YOGA (1i i7 LIGHTWEIGHT)	R90XSD7T	1	6/30/2020	864.50	044A	1781	5/31/2026	G	6	5	(864.50)	-
20-11372	440000249481	LENOVO L390 YOGA (1i i7 LIGHTWEIGHT)	R90XSDA1	1	6/30/2020	864.50	044A	1781	5/31/2026	G	6	5	(864.50)	-
997103892	190000001593	PONTIAC G-6 COUPE	1G2ZH17NX94227388	1	5/29/2009	22,677.49	019A	9816	5/31/2026	T	17	10	(22,677.49)	-
S17062302	440000222542	AP230, INDOOR PLENUM	2301702060041	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062327	440000222567	AP230, INDOOR PLENUM	2301702060167	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062322	440000222562	AP230, INDOOR PLENUM	2301702060212	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062324	440000222564	AP230, INDOOR PLENUM	2301702060754	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062340	440000222580	AP230, INDOOR PLENUM	2301702060803	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062346	440000222586	AP230, INDOOR PLENUM	2301702060879	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062343	440000222583	AP230, INDOOR PLENUM	2301702060882	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062348	440000222588	AP230, INDOOR PLENUM	2301702060888	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062312	440000222552	AP230, INDOOR PLENUM	2301702060929	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062318	440000222558	AP230, INDOOR PLENUM	2301702060985	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062326	440000222566	AP230, INDOOR PLENUM	2301702061018	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062300	440000222540	AP230, INDOOR PLENUM	2301702061026	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062329	440000222569	AP230, INDOOR PLENUM	2301702061049	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062313	440000222553	AP230, INDOOR PLENUM	2301702061052	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062336	440000222576	AP230, INDOOR PLENUM	2301702061150	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062303	440000222543	AP230, INDOOR PLENUM	2301702061182	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062320	440000222560	AP230, INDOOR PLENUM	2301702061190	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062341	440000222581	AP230, INDOOR PLENUM	2301702061309	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062347	440000222587	AP230, INDOOR PLENUM	2301702061314	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062311	440000222551	AP230, INDOOR PLENUM	2301702061372	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062319	440000222559	AP230, INDOOR PLENUM	2301702081464	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062345	440000222585	AP230, INDOOR PLENUM	2301702081466	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062339	440000222579	AP230, INDOOR PLENUM	2301702081474	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062298	440000222538	AP230, INDOOR PLENUM	2301702081486	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062332	440000222572	AP230, INDOOR PLENUM	2301702081527	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062299	440000222539	AP230, INDOOR PLENUM	2301702081560	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062297	440000222537	AP230, INDOOR PLENUM	2301702081561	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062331	440000222571	AP230, INDOOR PLENUM	2301702081562	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062316	440000222556	AP230, INDOOR PLENUM	2301702081591	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062330	440000222570	AP230, INDOOR PLENUM	2301702081597	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : May 31st, 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
S17062333	440000222573	AP230, INDOOR PLENUM	2301702081652	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062309	440000222549	AP230, INDOOR PLENUM	2301702081685	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062349	440000222589	AP230, INDOOR PLENUM	2301702081687	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062338	440000222578	AP230, INDOOR PLENUM	2301702081699	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062328	440000222568	AP230, INDOOR PLENUM	2301702081710	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062335	440000222575	AP230, INDOOR PLENUM	2301702081720	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062334	440000222574	AP230, INDOOR PLENUM	2301702081725	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062308	440000222548	AP230, INDOOR PLENUM	2301702081763	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062321	440000222561	AP230, INDOOR PLENUM	2301702081766	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062342	440000222582	AP230, INDOOR PLENUM	2301702081768	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062317	440000222557	AP230, INDOOR PLENUM	2301702081782	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062325	440000222565	AP230, INDOOR PLENUM	2301702081793	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062315	440000222555	AP230, INDOOR PLENUM	2301702081800	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062323	440000222563	AP230, INDOOR PLENUM	2301702081819	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062306	440000222546	AP230, INDOOR PLENUM	2301702081843	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062310	440000222550	AP230, INDOOR PLENUM	2301702081847	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062301	440000222541	AP230, INDOOR PLENUM	2301702081852	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062307	440000222547	AP230, INDOOR PLENUM	2301702081858	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062304	440000222544	AP230, INDOOR PLENUM	2301702081859	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062337	440000222577	AP230, INDOOR PLENUM	2301702081885	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062305	440000222545	AP230, INDOOR PLENUM	2301702081890	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062344	440000222584	AP230, INDOOR PLENUM	2301702081922	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
S17062314	440000222554	AP230, INDOOR PLENUM	2301702081941	1	6/21/2017	566.17	044D	2631	5/31/2026	G	9	5	(566.17)	-
15-02913	440000090668	PRINTER, LEXMARK MX710DE B/W LASER/FAX/C	7463479906CZ4	1	11/24/2014	3,096.00	044A	2631	5/31/2026	T	12	5	(3,096.00)	-
05LL03060	440000148860	Lexmark Refresh Printer-T640n	7901HFV	1	6/17/2005	1,099.66	044A	2631	5/31/2026	T	21	5	(1,099.66)	-
05LL03050	440000148839	Lexmark Refresh Printer-T640n	7901YGX	1	6/17/2005	1,099.66	044A	2631	5/31/2026	T	21	5	(1,099.66)	-
05LL03062	440000148865	Lexmark Refresh Printer-T640n	7901GXB	1	6/17/2005	1,099.66	044A	2631	5/31/2026	T	21	5	(1,099.66)	-
05LL03063	440000148867	Lexmark Refresh Printer-T640n	7901H45	1	6/17/2005	1,099.66	044A	2631	5/31/2026	T	21	5	(1,099.66)	-
05LL03047	440000148832	Lexmark Refresh Printer-T640n	7901YKZ	1	6/17/2005	1,099.66	044A	2631	5/31/2026	T	21	5	(1,099.66)	-
05LL03054	440000148849	Lexmark Refresh Printer-T640n	79020P9	1	6/17/2005	1,099.66	044A	2631	5/31/2026	T	21	5	(1,099.66)	-
05LL03057	440000148855	Lexmark Refresh Printer-T640n	7902FP5	1	6/17/2005	1,099.66	044A	2631	5/31/2026	T	21	5	(1,099.66)	-
12-80058	440000063574	LEXMARK MF PRINTER X652DE	794DKWX	1	10/13/2011	1,799.00	044A	2631	5/31/2026	T	15	5	(1,799.00)	-
21-34806	440000286892	COLLABORATION KIT, POLYCOM STUDIO	8G20385761E8F9	1	10/27/2020	865.70	044A	2631	5/31/2026	G	6	5	(865.70)	-
21-34750	440000286836	COLLABORATION KIT, POLYCOM STUDIO	8G203857643AF9	1	10/27/2020	865.70	044A	2631	5/31/2026	G	6	5	(865.70)	-
21-34790	440000286876	COLLABORATION KIT, POLYCOM STUDIO	8G20385765CEF9	1	10/27/2020	865.70	044A	2631	5/31/2026	G	6	5	(865.70)	-
21-34805	440000286891	COLLABORATION KIT, POLYCOM STUDIO	8G20385779F4F9	1	10/27/2020	865.70	044A	2631	5/31/2026	G	6	5	(865.70)	-
05-25769	440000017332	PRINTER, LEXMARK T630N B/W LASER	991L7WW	1	8/10/2004	1,208.00	044A	2631	5/31/2026	T	22	5	(1,208.00)	-
05-25775	440000017340	PRINTER, LEXMARK T630N B/W LASER	991L7XP	1	8/10/2004	1,208.00	044A	2631	5/31/2026	T	22	5	(1,208.00)	-
05-37614	440000024179	PRINTER, LEXMARK T630N B/W LASER	9921691	1	11/2/2004	1,208.00	044A	2631	5/31/2026	T	22	5	(1,208.00)	-
16-03162	440000101620	SERVER, POWEREDGE R220	B79Q382	1	3/30/2016	1,868.33	044A	2631	5/31/2026	T	10	5	(1,868.33)	-
10-81373	110000004210	Board, Promethean	C1002030797	1	3/27/2010	1,039.00	011A	2631	5/31/2026	T	16	7	(1,039.00)	-
10-81374	110000004211	Board, Promethean	C1001070717	1	3/27/2010	1,039.00	011A	2631	5/31/2026	T	16	7	(1,039.00)	-
01-10262	460000000087	LAMINATOR, 25" TABLE TOP 1" CORE	MFM6128	1	10/31/2000	1,295.00	046A	2631	5/31/2026	G	26	7	(1,295.00)	-
16-03584	440000102419	LENOVO THINKCENTRE M93Z TOUCH 23	MJ02Y013	1	4/14/2016	1,290.00	044A	2631	5/31/2026	T	10	5	(1,290.00)	-
S17033880	440000204420	LENOVO M700 SFF DESKTOP	MJ04NKAX	1	1/26/2017	634.00	044D	2631	5/31/2026	G	9	5	(634.00)	-
S17033881	440000204421	LENOVO M700 SFF DESKTOP	MJ04NKCF	1	1/26/2017	634.00	044D	2631	5/31/2026	G	9	5	(634.00)	-
S17033917	440000204457	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP14DXWR	1	1/26/2017	899.00	044D	2631	5/31/2026	G	9	5	(899.00)	-
S17033932	440000204472	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP14DXWS	1	1/26/2017	899.00	044D	2631	5/31/2026	G	9	5	(899.00)	-
S17033890	440000204430	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP14DXWU	1	1/26/2017	899.00	044D	2631	5/31/2026	G	9	5	(899.00)	-
S17033936	440000204476	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP14DXWY	1	1/26/2017	899.00	044D	2631	5/31/2026	G	9	5	(899.00)	-
S17033913	440000204453	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP14DXX2	1	1/26/2017	899.00	044D	2631	5/31/2026	G	9	5	(899.00)	-
S17033889	440000204429	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP14DXX4	1	1/26/2017	899.00	044D	2631	5/31/2026	G	9	5	(899.00)	-
S17033918	440000204458	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP14DXX7	1	1/26/2017	899.00	044D	2631	5/31/2026	G	9	5	(899.00)	-
S17033907	440000204447	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP14R9NC	1	1/26/2017	899.00	044D	2631	5/31/2026	G	9	5	(899.00)	-
S17033920	440000204460	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP14R9PK	1	1/26/2017	899.00	044D	2631	5/31/2026	G	9	5	(899.00)	-
S17033899	440000204439	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP14RB7J	1	1/26/2017	899.00	044D	2631	5/31/2026	G	9	5	(899.00)	-
S17033909	440000204449	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP14RB7N	1	1/26/2017	899.00	044D	2631	5/31/2026	G	9	5	(899.00)	-
S17033924	440000204464	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP14REKQ	1	1/26/2017	899.00	044D	2631	5/31/2026	G	9	5	(899.00)	-
S17033896	440000204436	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP14REMK	1	1/26/2017	899.00	044D	2631	5/31/2026	G	9	5	(899.00)	-
S17033933	440000204473	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP14RNCM	1	1/26/2017	899.00	044D	2631	5/31/2026	G	9	5	(899.00)	-
S17033900	440000204440	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP14RPZY	1	1/26/2017	899.00	044D	2631	5/31/2026	G	9	5	(899.00)	-
S17033916	440000204456	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP14RRQU	1	1/26/2017	899.00	044D	2631	5/31/2026	G	9	5	(899.00)	-
S17033901	440000204441	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP15YXN8	1	1/26/2017	899.00	044D	2631	5/31/2026	G	9	5	(899.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : May 31st, 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
S17033929	440000204469	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP15Z00Y	1	1/26/2017	899.00	044D	2631	5/31/2026	G	9	5	(899.00)	-
S17033898	440000204438	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP15Z012	1	1/26/2017	899.00	044D	2631	5/31/2026	G	9	5	(899.00)	-
S17033922	440000204462	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP15Z2ZL	1	1/26/2017	899.00	044D	2631	5/31/2026	G	9	5	(899.00)	-
S17033891	440000204431	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP15Z2ZQ	1	1/26/2017	899.00	044D	2631	5/31/2026	G	9	5	(899.00)	-
S17033906	440000204446	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP15Z5HN	1	1/26/2017	899.00	044D	2631	5/31/2026	G	9	5	(899.00)	-
S17033919	440000204459	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP15Z5T5	1	1/26/2017	899.00	044D	2631	5/31/2026	G	9	5	(899.00)	-
S17033892	440000204432	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP15Z8FG	1	1/26/2017	899.00	044D	2631	5/31/2026	G	9	5	(899.00)	-
S17033902	440000204442	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP15Z8H9	1	1/26/2017	899.00	044D	2631	5/31/2026	G	9	5	(899.00)	-
S17033914	440000204454	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP15Z8HV	1	1/26/2017	899.00	044D	2631	5/31/2026	G	9	5	(899.00)	-
S17033888	440000204428	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP15Z8KU	1	1/26/2017	899.00	044D	2631	5/31/2026	G	9	5	(899.00)	-
S17033905	440000204445	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP15Z9SX	1	1/26/2017	899.00	044D	2631	5/31/2026	G	9	5	(899.00)	-
S17033930	440000204470	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP15Z9T0	1	1/26/2017	899.00	044D	2631	5/31/2026	G	9	5	(899.00)	-
S17033931	440000204471	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP15ZAVN	1	1/26/2017	899.00	044D	2631	5/31/2026	G	9	5	(899.00)	-
20-13966	440000252069	LENOVO 300E (1B CELERON TOUCH)	P207YDHG	1	6/30/2020	237.50	044A	2631	5/31/2026	G	6	5	(237.50)	-
20-13974	440000252077	LENOVO 300E (1B CELERON TOUCH)	P207YDTQ	1	6/30/2020	237.50	044A	2631	5/31/2026	G	6	5	(237.50)	-
20-13949	440000252052	LENOVO 300E (1B CELERON TOUCH)	P207YW3B	1	6/30/2020	237.50	044A	2631	5/31/2026	G	6	5	(237.50)	-
19-00983	440000230683	LENOVO THINKPAD P51, LAPTOP	PF187VAQ	1	9/18/2018	1,910.00	044A	2631	5/31/2026	T	8	5	(1,910.00)	-
21-25527	440000277670	ThinkPad L14 Gen1 20U2S0NE00	PF1SYPH4	1	10/1/2020	503.50	044A	2631	5/31/2026	G	6	5	(503.50)	-
21-26288	440000278431	ThinkPad L14 Gen1 20U2S0NE00	PF1T19MX	1	10/1/2020	503.50	044A	2631	5/31/2026	G	6	5	(503.50)	-
21-26339	440000278482	ThinkPad L14 Gen1 20U2S0NE00	PF1T1FED	1	10/1/2020	503.50	044A	2631	5/31/2026	G	6	5	(503.50)	-
21-26639	440000278782	ThinkPad L14 Gen1 20U2S0NE00	PF1T3WMM	1	10/1/2020	503.50	044A	2631	5/31/2026	G	6	5	(503.50)	-
21-26691	440000278834	ThinkPad L14 Gen1 20U2S0NE00	PF1T43P4	1	10/1/2020	503.50	044A	2631	5/31/2026	G	6	5	(503.50)	-
20-14051	440000252154	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90Y279B	1	6/30/2020	622.50	044A	2631	5/31/2026	G	6	5	(622.50)	-
12-80068	110000005424	SMARTBOARD 680	SB680M2023718	1	8/26/2011	1,999.00	011A	2631	5/31/2026	T	15	7	(1,999.00)	-
12-80069	110000005425	SMARTBOARD 680	SB680M2023719	1	8/26/2011	1,999.00	011A	2631	5/31/2026	T	15	7	(1,999.00)	-
S17033886	440000204426	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01MKTA	1	1/26/2017	264.00	044D	2631	5/31/2026	G	9	5	(264.00)	-
S19-08835	440000234299	LAPTOP, LENOVO 100E (WNDWS), N3350 PROC	YD06PTSL	1	6/3/2019	209.00	044D	2631	5/31/2026	G	7	5	(209.00)	-
S19-08836	440000234300	LAPTOP, LENOVO 100E (WNDWS), N3350 PROC	YD06PTUN	1	6/3/2019	209.00	044D	2631	5/31/2026	G	7	5	(209.00)	-
S19-08837	440000234301	LAPTOP, LENOVO 100E (WNDWS), N3350 PROC	YD06PTYB	1	6/3/2019	209.00	044D	2631	5/31/2026	G	7	5	(209.00)	-
S17033883	440000204423	LENOVO M700 SFF DESKTOP	MJ04NKBF	1	1/26/2017	634.00	044D	2631	5/31/2026	G	9	5	(634.00)	-
S17033884	440000204424	LENOVO M700 SFF DESKTOP	MJ04NKBK	1	1/26/2017	634.00	044D	2631	5/31/2026	G	9	5	(634.00)	-
R05-87170	600000001332	52in LG TV WITH CART	406KT01075	1	5/12/2005	2,366.96	060A	2631	5/31/2026	G	21	7	(2,366.96)	-
05-53446	460000002034	SYSTEM, VIDEO CONFERENCE TANBERG OPUS	25A21769/406KT0107	1	5/12/2005	21,001.91	046A	2631	5/31/2026	T	21	7	(21,001.91)	-
20-11408	440000249517	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHFN	1	6/30/2020	463.50	044A	2631	5/31/2026	G	6	5	(463.50)	-
20-11523	440000249632	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHJL	1	6/30/2020	463.50	044A	2631	5/31/2026	G	6	5	(463.50)	-
20-11424	440000249533	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFH2D	1	6/30/2020	463.50	044A	2631	5/31/2026	G	6	5	(463.50)	-
20-11541	440000249650	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHGX	1	6/30/2020	463.50	044A	2631	5/31/2026	G	6	5	(463.50)	-
20-11666	440000249775	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFAHL	1	6/30/2020	463.50	044A	2631	5/31/2026	G	6	5	(463.50)	-
20-13967	440000252070	LENOVO 300E (1B CELERON TOUCH)	P207YWY8	1	6/30/2020	237.50	044A	2631	5/31/2026	G	6	5	(237.50)	-
20-13956	440000252059	LENOVO 300E (1B CELERON TOUCH)	P207YDHS	1	6/30/2020	237.50	044A	2631	5/31/2026	G	6	5	(237.50)	-
20-13996	440000252099	LENOVO 300E (1B CELERON TOUCH)	P207YWG5	1	6/30/2020	237.50	044A	2631	5/31/2026	G	6	5	(237.50)	-
20-14000	440000252103	LENOVO 300E (1B CELERON TOUCH)	P207YWXJ	1	6/30/2020	237.50	044A	2631	5/31/2026	G	6	5	(237.50)	-
20-14041	440000252144	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90Y2NH4	1	6/30/2020	622.50	044A	2631	5/31/2026	G	6	5	(622.50)	-
20-14058	440000252161	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90Y2NND	1	6/30/2020	622.50	044A	2631	5/31/2026	G	6	5	(622.50)	-
21-25411	440000277554	ThinkPad L14 Gen1 20U2S0NE00	PF1SYF54	1	10/1/2020	503.50	044A	2631	5/31/2026	G	6	5	(503.50)	-
21-26177	440000278320	ThinkPad L14 Gen1 20U2S0NE00	PF1T0YD3	1	10/1/2020	503.50	044A	2631	5/31/2026	G	6	5	(503.50)	-
21-26181	440000278324	ThinkPad L14 Gen1 20U2S0NE00	PF1T0YFH	1	10/1/2020	503.50	044A	2631	5/31/2026	G	6	5	(503.50)	-
22-08130	440000343349	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127AF2	1	9/10/2021	264.50	044A	0641	5/31/2026	G	5	5	(251.27)	13.23
22-08180	440000343399	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127AF3	1	9/10/2021	264.50	044A	0641	5/31/2026	G	5	5	(251.27)	13.23
22-19196	440000354281	LENOVO 300E 2ND GEN (AMD) TOUCH	R914BGDS	1	11/2/2021	264.50	044A	0641	5/31/2026	T	5	5	(242.46)	22.04
22-19225	440000354310	LENOVO 300E 2ND GEN (AMD) TOUCH	R914BGHQ	1	11/2/2021	264.50	044A	0641	5/31/2026	T	5	5	(242.46)	22.04
22-48905	440000384315	Laptop, Latitude 3190 2-in-1	HYSC6G3	1	2/23/2022	276.05	044A	0641	5/31/2026	T	4	5	(239.24)	36.81
22-04091	440000338101	LENOVO 300E (1B CELERON TOUCH)	R9134AAN	1	7/19/2021	237.50	044A	0321	5/31/2026	G	5	5	(233.54)	3.96
22-04103	440000338113	LENOVO 300E (1B CELERON TOUCH)	R9134R7Z	1	7/19/2021	237.50	044A	0321	5/31/2026	G	5	5	(233.54)	3.96
22-04119	440000338129	LENOVO 300E (1B CELERON TOUCH)	R9134AL7	1	7/19/2021	237.50	044A	0321	5/31/2026	G	5	5	(233.54)	3.96
22-04128	440000338138	LENOVO 300E (1B CELERON TOUCH)	R9134RB8	1	7/19/2021	237.50	044A	0321	5/31/2026	G	5	5	(233.54)	3.96
22-04130	440000338140	LENOVO 300E (1B CELERON TOUCH)	R9134RCE	1	7/19/2021	237.50	044A	0321	5/31/2026	G	5	5	(233.54)	3.96
22-04139	440000338149	LENOVO 300E (1B CELERON TOUCH)	R9134RCR	1	7/19/2021	237.50	044A	0321	5/31/2026	G	5	5	(233.54)	3.96
22-04151	440000338161	LENOVO 300E (1B CELERON TOUCH)	R9134RC4	1	7/19/2021	237.50	044A	0321	5/31/2026	G	5	5	(233.54)	3.96
22-04161	440000338171	LENOVO 300E (1B CELERON TOUCH)	R9134AA5	1	7/19/2021	237.50	044A	0321	5/31/2026	G	5	5	(233.54)	3.96
22-04164	440000338174	LENOVO 300E (1B CELERON TOUCH)	R9134AKL	1	7/19/2021	237.50	044A	0321	5/31/2026	G	5	5	(233.54)	3.96
22-04168	440000338178	LENOVO 300E (1B CELERON TOUCH)	R9134RFZ	1	7/19/2021	237.50	044A	0321	5/31/2026	G	5	5	(233.54)	3.96
22-04178	440000338188	LENOVO 300E (1B CELERON TOUCH)	R9134RK8	1	7/19/2021	237.50	044A	0321	5/31/2026	G	5	5	(233.54)	3.96

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : May 31st, 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
22-04179	440000338189	LENOVO 300E (1B CELERON TOUCH)	R91349NV	1	7/19/2021	237.50	044A	0321	5/31/2026	G	5	5	(233.54)	3.96
22-04191	440000338201	LENOVO 300E (1B CELERON TOUCH)	R9134RD5	1	7/19/2021	237.50	044A	0321	5/31/2026	G	5	5	(233.54)	3.96
22-04197	440000338207	LENOVO 300E (1B CELERON TOUCH)	R9134RH5	1	7/19/2021	237.50	044A	0321	5/31/2026	G	5	5	(233.54)	3.96
22-05006	440000339016	LENOVO 300E (1B CELERON TOUCH)	R9134AYK	1	7/26/2021	297.50	044A	0321	5/31/2026	G	5	5	(292.54)	4.96
22-03760	440000337770	LENOVO 300E (1B CELERON TOUCH)	R9132B80	1	7/19/2021	237.50	044A	0751	5/31/2026	G	5	5	(233.54)	3.96
22-03734	440000337744	LENOVO 300E (1B CELERON TOUCH)	R9132B96	1	7/19/2021	237.50	044A	0751	5/31/2026	G	5	5	(233.54)	3.96
22-03731	440000337741	LENOVO 300E (1B CELERON TOUCH)	R9132BBY	1	7/19/2021	237.50	044A	0751	5/31/2026	G	5	5	(233.54)	3.96
22-03768	440000337778	LENOVO 300E (1B CELERON TOUCH)	R9132B8Q	1	7/19/2021	237.50	044A	0751	5/31/2026	G	5	5	(233.54)	3.96
22-03765	440000337775	LENOVO 300E (1B CELERON TOUCH)	R9132BBG	1	7/19/2021	237.50	044A	0751	5/31/2026	G	5	5	(233.54)	3.96
22-03782	440000337792	LENOVO 300E (1B CELERON TOUCH)	R9132B7T	1	7/19/2021	237.50	044A	0751	5/31/2026	G	5	5	(233.54)	3.96
22-32974	440000368194	Laptop, Latitude 3190 2-in-1	GDPD6G3	1	12/3/2021	276.05	044A	0751	5/31/2026	G	4	5	(248.45)	27.60
22-33014	440000368234	Laptop, Latitude 3190 2-in-1	4JBN6G3	1	12/3/2021	276.05	044A	0751	5/31/2026	G	4	5	(248.45)	27.60
22-32937	440000368157	Laptop, Latitude 3190 2-in-1	1GFC6G3	1	12/3/2021	276.05	044A	0751	5/31/2026	G	4	5	(248.45)	27.60
22-00630	440000334640	Laptop, Latitude 3190 2-in-1	9JV3593	1	7/12/2021	276.05	044A	2741	5/31/2026	G	5	5	(271.45)	4.60
22-01263	440000335273	Laptop, Latitude 3190 2-in-1	CR55BC3	1	7/12/2021	276.05	044A	2741	5/31/2026	G	5	5	(271.45)	4.60
22-01375	440000335385	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263HX	1	7/13/2021	264.50	044A	2741	5/31/2026	G	5	5	(260.09)	4.41
22-02003	440000336013	Laptop, Latitude 3190 2-in-1	FFJ2R73	1	7/13/2021	276.05	044A	2741	5/31/2026	G	5	5	(271.45)	4.60
22-02370	440000336380	Laptop, Latitude 3190 2-in-1	48V5593	1	7/13/2021	276.05	044A	2741	5/31/2026	G	5	5	(271.45)	4.60
22-23341	440000358425	Laptop, Latitude 3190 2-in-1	394J2J3	1	11/17/2021	276.05	044A	2741	5/31/2026	T	5	5	(253.05)	23.00
22-23371	440000358455	Laptop, Latitude 3190 2-in-1	89QC6G3	1	11/17/2021	276.05	044A	2741	5/31/2026	T	5	5	(253.05)	23.00
22-23376	440000358460	Laptop, Latitude 3190 2-in-1	FXRH2J3	1	11/17/2021	276.05	044A	2741	5/31/2026	T	5	5	(253.05)	23.00
22-23413	440000358497	Laptop, Latitude 3190 2-in-1	63BJ1J3	1	11/17/2021	276.05	044A	2741	5/31/2026	T	5	5	(253.05)	23.00
22-23424	440000358508	Laptop, Latitude 3190 2-in-1	DJPJ2J3	1	11/17/2021	276.05	044A	2741	5/31/2026	T	5	5	(253.05)	23.00
22-20889	440000355973	Laptop, Latitude 3190 2-in-1	1W8Y1J3	1	11/2/2021	276.05	044A	1781	5/31/2026	T	5	5	(253.05)	23.00
22-20789	440000355873	Laptop, Latitude 3190 2-in-1	21XK1J3	1	11/2/2021	276.05	044A	1781	5/31/2026	T	5	5	(253.05)	23.00
22-20817	440000355901	Laptop, Latitude 3190 2-in-1	2RQX1J3	1	11/2/2021	276.05	044A	1781	5/31/2026	T	5	5	(253.05)	23.00
22-20860	440000355944	Laptop, Latitude 3190 2-in-1	51YR1J3	1	11/2/2021	276.05	044A	1781	5/31/2026	T	5	5	(253.05)	23.00
22-20810	440000355894	Laptop, Latitude 3190 2-in-1	66XX1J3	1	11/2/2021	276.05	044A	1781	5/31/2026	T	5	5	(253.05)	23.00
22-20823	440000355907	Laptop, Latitude 3190 2-in-1	7WKR1J3	1	11/2/2021	276.05	044A	1781	5/31/2026	T	5	5	(253.05)	23.00
22-20881	440000355965	Laptop, Latitude 3190 2-in-1	824S1J3	1	11/2/2021	276.05	044A	1781	5/31/2026	T	5	5	(253.05)	23.00
22-20825	440000355909	Laptop, Latitude 3190 2-in-1	84Z42J3	1	11/2/2021	276.05	044A	1781	5/31/2026	T	5	5	(253.05)	23.00
22-20833	440000355917	Laptop, Latitude 3190 2-in-1	92VQ1J3	1	11/2/2021	276.05	044A	1781	5/31/2026	T	5	5	(253.05)	23.00
22-20859	440000355943	Laptop, Latitude 3190 2-in-1	9C762J3	1	11/2/2021	276.05	044A	1781	5/31/2026	T	5	5	(253.05)	23.00
22-20802	440000355886	Laptop, Latitude 3190 2-in-1	B6J52J3	1	11/2/2021	276.05	044A	1781	5/31/2026	T	5	5	(253.05)	23.00
22-20840	440000355924	Laptop, Latitude 3190 2-in-1	FL8Y1J3	1	11/2/2021	276.05	044A	1781	5/31/2026	T	5	5	(253.05)	23.00
22-20865	440000355949	Laptop, Latitude 3190 2-in-1	FN8Y1J3	1	11/2/2021	276.05	044A	1781	5/31/2026	T	5	5	(253.05)	23.00
22-20816	440000355900	Laptop, Latitude 3190 2-in-1	J2Z42J3	1	11/2/2021	276.05	044A	1781	5/31/2026	T	5	5	(253.05)	23.00
22-20867	440000355951	Laptop, Latitude 3190 2-in-1	JJP52J3	1	11/2/2021	276.05	044A	1781	5/31/2026	T	5	5	(253.05)	23.00
22-00995	440000335005	Laptop, Latitude 3190 2-in-1	3VK2BC3	1	7/12/2021	276.05	044A	1781	5/31/2026	G	5	5	(271.45)	4.60
				1,173		1,901,408.21							(1,900,646.49)	761.72

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
QUESTIONABLE ITEMS REPORT
DATED : MAY 31ST, 2026

	EQUIP NO	ITEM DESCRIPTION	SERIAL NUMBER	ACQUISITION DATE	CLASS	OLD LOCATION	AGE in Years	EUL in Years	NET BK VAL	BROKEN	OBSOLETE	OTHER	NOTES
1	22-08130	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127AF2	9/10/2021	044A	0641	5	5	13.23		X		Beyond Economical Repair
2	22-08180	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127AF3	9/10/2021	044A	0641	5	5	13.23		X		Beyond Economical Repair
3	22-19196	LENOVO 300E 2ND GEN (AMD) TOUCH	R914BGDS	11/2/2021	044A	0641	5	5	22.04		X		Beyond Economical Repair
4	22-19225	LENOVO 300E 2ND GEN (AMD) TOUCH	R914BGHQ	11/2/2021	044A	0641	5	5	22.04		X		Beyond Economical Repair
5	22-48905	Laptop, Latitude 3190 2-in-1	HYSC6G3	2/23/2022	044A	0641	4	5	36.81		X		Beyond Economical Repair
6	22-04091	LENOVO 300E (1B CELERON TOUCH)	R9134AAN	7/19/2021	044A	0321	5	5	3.96		X		Beyond Economical Repair
7	22-04103	LENOVO 300E (1B CELERON TOUCH)	R9134R7Z	7/19/2021	044A	0321	5	5	3.96		X		Beyond Economical Repair
8	22-04119	LENOVO 300E (1B CELERON TOUCH)	R9134AL7	7/19/2021	044A	0321	5	5	3.96		X		Beyond Economical Repair
9	22-04128	LENOVO 300E (1B CELERON TOUCH)	R9134RB8	7/19/2021	044A	0321	5	5	3.96		X		Beyond Economical Repair
10	22-04130	LENOVO 300E (1B CELERON TOUCH)	R9134RCE	7/19/2021	044A	0321	5	5	3.96		X		Beyond Economical Repair
11	22-04139	LENOVO 300E (1B CELERON TOUCH)	R9134RCR	7/19/2021	044A	0321	5	5	3.96		X		Beyond Economical Repair
12	22-04151	LENOVO 300E (1B CELERON TOUCH)	R9134RC4	7/19/2021	044A	0321	5	5	3.96		X		Beyond Economical Repair
13	22-04161	LENOVO 300E (1B CELERON TOUCH)	R9134AA5	7/19/2021	044A	0321	5	5	3.96		X		Beyond Economical Repair
14	22-04164	LENOVO 300E (1B CELERON TOUCH)	R9134AKL	7/19/2021	044A	0321	5	5	3.96		X		Beyond Economical Repair
15	22-04168	LENOVO 300E (1B CELERON TOUCH)	R9134RFZ	7/19/2021	044A	0321	5	5	3.96		X		Beyond Economical Repair
16	22-04178	LENOVO 300E (1B CELERON TOUCH)	R9134RK8	7/19/2021	044A	0321	5	5	3.96		X		Beyond Economical Repair
17	22-04179	LENOVO 300E (1B CELERON TOUCH)	R91349NV	7/19/2021	044A	0321	5	5	3.96		X		Beyond Economical Repair
18	22-04191	LENOVO 300E (1B CELERON TOUCH)	R9134RD5	7/19/2021	044A	0321	5	5	3.96		X		Beyond Economical Repair
19	22-04197	LENOVO 300E (1B CELERON TOUCH)	R9134RH5	7/19/2021	044A	0321	5	5	3.96		X		Beyond Economical Repair
20	22-05006	LENOVO 300E (1B CELERON TOUCH)	R9134AYK	7/26/2021	044A	0321	5	5	4.96		X		Beyond Economical Repair
21	22-03760	LENOVO 300E (1B CELERON TOUCH)	R9132B80	7/19/2021	044A	0751	5	5	3.96		X		Beyond Economical Repair
22	22-03734	LENOVO 300E (1B CELERON TOUCH)	R9132B96	7/19/2021	044A	0751	5	5	3.96		X		Beyond Economical Repair
23	22-03731	LENOVO 300E (1B CELERON TOUCH)	R9132BBY	7/19/2021	044A	0751	5	5	3.96		X		Beyond Economical Repair
24	22-03768	LENOVO 300E (1B CELERON TOUCH)	R9132B8Q	7/19/2021	044A	0751	5	5	3.96		X		Beyond Economical Repair
25	22-03765	LENOVO 300E (1B CELERON TOUCH)	R9132BBG	7/19/2021	044A	0751	5	5	3.96		X		Beyond Economical Repair
26	22-03782	LENOVO 300E (1B CELERON TOUCH)	R9132B7T	7/19/2021	044A	0751	5	5	3.96		X		Beyond Economical Repair
27	22-32974	Laptop, Latitude 3190 2-in-1	GDPD6G3	12/3/2021	044A	0751	4	5	27.60		X		Beyond Economical Repair
28	22-33014	Laptop, Latitude 3190 2-in-1	4JBN6G3	12/3/2021	044A	0751	4	5	27.60		X		Beyond Economical Repair
29	22-32937	Laptop, Latitude 3190 2-in-1	1GFC6G3	12/3/2021	044A	0751	4	5	27.60		X		Beyond Economical Repair
30	22-00630	Laptop, Latitude 3190 2-in-1	9JV3593	7/12/2021	044A	2741	5	5	4.60		X		Beyond Economical Repair
31	22-01263	Laptop, Latitude 3190 2-in-1	CR55BC3	7/12/2021	044A	2741	5	5	4.60		X		Beyond Economical Repair
32	22-01375	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263HX	7/13/2021	044A	2741	5	5	4.41		X		Beyond Economical Repair
33	22-02003	Laptop, Latitude 3190 2-in-1	FFJ2R73	7/13/2021	044A	2741	5	5	4.60		X		Beyond Economical Repair
34	22-02370	Laptop, Latitude 3190 2-in-1	48V5593	7/13/2021	044A	2741	5	5	4.60		X		Beyond Economical Repair
35	22-23341	Laptop, Latitude 3190 2-in-1	394J2J3	11/17/2021	044A	2741	5	**5**	**23.00**		X		Beyond Economical Repair
36	22-23371	Laptop, Latitude 3190 2-in-1	89QC6G3	11/17/2021	044A	2741	5	**5**	**23.00**		X		Beyond Economical Repair
37	22-23376	Laptop, Latitude 3190 2-in-1	FXRH2J3	11/17/2021	044A	2741	5	**5**	**23.00**		X		Beyond Economical Repair
38	22-23413	Laptop, Latitude 3190 2-in-1	63BJ1J3	11/17/2021	044A	2741	5	**5**	**23.00**		X		Beyond Economical Repair
39	22-23424	Laptop, Latitude 3190 2-in-1	DJPJ2J3	11/17/2021	044A	2741	5	**5**	**23.00**		X		Beyond Economical Repair
40	22-20889	Laptop, Latitude 3190 2-in-1	1W8Y1J3	11/2/2021	044A	1781	5	**5**	**23.00**		X		Beyond Economical Repair
41	22-20789	Laptop, Latitude 3190 2-in-1	21XK1J3	11/2/2021	044A	1781	5	**5**	**23.00**		X		Beyond Economical Repair
42	22-20817	Laptop, Latitude 3190 2-in-1	2RQX1J3	11/2/2021	044A	1781	5	**5**	**23.00**		X		Beyond Economical Repair
43	22-20860	Laptop, Latitude 3190 2-in-1	51YR1J3	11/2/2021	044A	1781	5	**5**	**23.00**		X		Beyond Economical Repair
44	22-20810	Laptop, Latitude 3190 2-in-1	66XX1J3	11/2/2021	044A	1781	5	**5**	**23.00**		X		Beyond Economical Repair
45	22-20823	Laptop, Latitude 3190 2-in-1	7WKR1J3	11/2/2021	044A	1781	5	**5**	**23.00**		X		Beyond Economical Repair
46	22-20881	Laptop, Latitude 3190 2-in-1	824S1J3	11/2/2021	044A	1781	5	**5**	**23.00**		X		Beyond Economical Repair
47	22-20825	Laptop, Latitude 3190 2-in-1	84Z42J3	11/2/2021	044A	1781	5	**5**	**23.00**		X		Beyond Economical Repair
48	22-20833	Laptop, Latitude 3190 2-in-1	92VQ1J3	11/2/2021	044A	1781	5	**5**	**23.00**		X		Beyond Economical Repair
49	22-20859	Laptop, Latitude 3190 2-in-1	9C762J3	11/2/2021	044A	1781	5	**5**	**23.00**		X		Beyond Economical Repair
50	22-20802	Laptop, Latitude 3190 2-in-1	B6J52J3	11/2/2021	044A	1781	5	**5**	**23.00**		X		Beyond Economical Repair
51	22-20840	Laptop, Latitude 3190 2-in-1	FL8Y1J3	11/2/2021	044A	1781	5	**5**	**23.00**		X		Beyond Economical Repair
52	22-20865	Laptop, Latitude 3190 2-in-1	FN8Y1J3	11/2/2021	044A	1781	5	**5**	**23.00**		X		Beyond Economical Repair
53	22-20816	Laptop, Latitude 3190 2-in-1	J2Z42J3	11/2/2021	044A	1781	5	**5**	**23.00**		X		Beyond Economical Repair
54	22-20867	Laptop, Latitude 3190 2-in-1	JJP52J3	11/2/2021	044A	1781	5	**5**	**23.00**		X		Beyond Economical Repair
55	22-00995	Laptop, Latitude 3190 2-in-1	3VK2BC3	7/12/2021	044A	1781	5	**5**	**4.60**		X		Beyond Economical Repair
									761.72				

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	F. Financial Management
DEPARTMENT:	Budget

Agenda Item Number:	F-2.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Budget Report for the Period Ended May 31, 2026
EXHIBITS FORTHCOMING

REQUESTED ACTION:

Approve the Budget Reports for the period ended May 31, 2026. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

- Executive Summary pending
- May 2026 Budget Report pending

FINANCIAL IMPACT:

No additional financial impact.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir Johnson	Phone:	754-321-1990
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jul 14, 2026

Electronic Signature

Approved in Open Board Meeting On: July 28, 2026

By: School Board Chair

Form $4189 Revised 7/24

HH/JJS

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	J. Capital Programs
DEPARTMENT:	Facility Planning & Real Estate

Agenda Item Number:	J-1.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Easements Agreement

REQUESTED ACTION:

Approve the Easements Agreement (Agreement) between the School Board of Broward County, Florida (SBBC) and Florida Power & Light Company (FPL), to permit the installation of overhead power lines at the Physical Plant Operations Zone 3 (PPO Zone 3) facility. District 1

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Easements Agreement

FINANCIAL IMPACT:

There is no cost to SBBC. Within 15 days of full execution of the agreement, SBBC will receive $900,000 for the Permanent Easement and $212,000 for the Temporary Easement from FPL.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark Dorsett	Phone:	754-321-2659
Name:	Samantha Au	Phone:	754-321-2536

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Operations Officer - Task Assigned

Signature

Mark Dorsett, Chief Operations Officer - Task Assigned Jul 14,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark D. Dorsett
Title: Chief Facilities Officer – Task Assigned
Phone: 754-321-4753

EXECUTIVE SUMMARY

Easements Agreement

Board Meeting Date: July 28, 2026

Requested Action: Approve the Easements Agreement (Agreement) between the School Board of Broward County, Florida (SBBC) and Florida Power & Light Company (FPL), to permit the installation of overhead power lines at the Physical Plant Operations Zone 3 (PPO Zone 3) facility. District 1.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District 1	
School Board Policy Requirement	• None
Statutory Requirement	• None
If the School Board votes "Yes"	• A "Yes" vote will result in the granting of easements to FPL which shall permit FPL to install overhead electric lines on the PPO Zone 3 facility to connect to a new planned electrical substation in the vicinity. Additionally, SBBC will receive compensation in the amount of $900,000 for the Permanent Easement and $212,000 for the Temporary Construction Easement.
If the School Board votes "No"	• A "No" vote on this item and no easements will be granted to FPL, and FPL will either have to abandon its planned installation of overhead electric lines on the PPO Zone 3 facility, which may negatively impact its ability to connect the lines to its new planned electrical substation, or FPL may seek to obtain the easement through the eminent domain process. In this scenario, SBBC will not receive the $900,000 compensation for the Easement nor the $212,000 for the Temporary Construction Easement.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Immediate revenue generation of $1,112,000 to SBBC with no capital expenditure, coupled with long-term utility infrastructure improvements that

	reduce operational risk associated with power outages at the PPO Zone 3 facility.

Background/History

Due to significant residential and commercial growth in Hollywood, Florida where the Physical Plant Operations (PPO) Zone 3 facility is currently located, FPL is constructing an electrical substation on the real property directly south and adjacent to the PPO Zone 3 facility. As a result, FPL is requesting an Easement of 26,542 square feet (Easement Area) and a Temporary Construction Easement of 14,250 square feet (Temporary Easement Area) along the southern property line of the PPO Zone 3 facility. The purpose of the request is to allow FPL to install two 45-to-60-foot concrete poles and overhead electrical lines that will connect the substation to the electrical network in the area. The Easement sought is a permanent easement, which FPL plans to utilize to routinely access and maintain the substation and related matters contained within the Easement Area.

If granted the Easement, FPL will pay $900,000 to SBBC within fifteen (15) days of full execution of the Agreement. If granted the Temporary Construction Easement, FPL will pay $212,000 within fifteen (15) days of full execution of the Agreement. The monetary values for both easements were derived from three professional appraisals. To ensure due diligence, staff submitted and presented the appraisals to the Negotiations Parameters Committee (NPC) on March 27, 2026. Subsequently, the NPC reviewed the appraisals, deliberated and established $900,000, as the value for the Easement Area and $4,000 per month for the Temporary Construction Easement.

It should be noted that SBBC will continue to have use of the Easement Area for employee/guest parking, portable trailer parking, and vehicular circulation except in those areas (currently two parking spaces) where electrical poles and their bases are constructed and permanently located. The Temporary Construction Easement Area is also available for employee/guest parking during the time that FPL does not require the space for its own purposes. The Agreement includes standard provisions addressing indemnification, insurance requirements, and limitation of liability between the parties.

This Board item consists of an Easements Agreement, which supplements, clarifies, and coordinates the terms of both the Permanent Easement and Temporary Construction Easement agreements. If this item is approved by the Board, all three agreements will need to be signed.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

purchasing requirements.

Agreement Term:	Commencing July 28, 2026 and running coextensive with the Permanent Easement (effectively perpetual in duration)
Multi-Year Agreement:	Not Applicable (Perpetual Easement Interest)
Procurement Method:	**Piggyback Agreement**: No **Acquisition Method**: Not Applicable

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

There is no cost to SBBC. Approval of this item will result in SBBC receiving $900,000 for the Permanent Easement and $212,000 for the Temporary Construction Easement, payable within fifteen (15) days of full execution.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
July 28, 2026	N/A	$1,112,000

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	None
School Selection /Prioritization	Not Applicable
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:

Easements Agreement

EASEMENTS AGREEMENT

THIS EASEMENTS AGREEMENT ("Agreement") is made and entered into as of this 28th day of July 2026 (the "Effective Date"), by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

FLORIDA POWER & LIGHT COMPANY, a Florida corporation
(hereinafter referred to as "FPL"),
whose principal place of business is
700 Universe Boulevard, Juno Beach, Florida 33408.

WHEREAS, SBBC is the owner of certain real property located at 1295 North 21st Avenue, Hollywood, Florida 33020, currently known as PPO Zone 3 and more particularly described in **Exhibit "A"** attached hereto and incorporated herein (the "Property"); and

WHEREAS, SBBC and FPL (collectively, "Parties") desire to enter into a Permanent Easement Agreement concerning that certain portion of the Property ("Permanent Easement Area"), a copy of which is attached hereto as **Exhibit "B"** and incorporated herein (the "Permanent Easement"); and

WHEREAS, the Parties also desire to enter into a Temporary Construction Easement Agreement concerning that certain portion of the Property ("Temporary Easement Area" together with the Permanent Easement Area are collectively hereinafter referred to as the "Easement Area"), a copy of which is attached hereto as **Exhibit "C"** and incorporated herein (the "Temporary Easement"); and

WHEREAS, the Parties desire that certain terms and conditions applicable to the Easements not be recorded in the Public Records of Broward County; and

WHEREAS, this Agreement is intended to supplement, clarify, and coordinate the terms of the Permanent Easement and Temporary Easement.

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

ARTICLE 1 - RECITALS

1.01 **Recitals**. The Parties agree that the foregoing recitals are true and correct and hereby incorporated herein by reference.

1.02 **Agreement Documents; Exhibits.** The following documents are collectively referred to as the "Agreement Documents" and are attached hereto and incorporated herein by this reference as if fully set forth in this Agreement:

a. Exhibit "A" – Property Description;
b. Exhibit "B" – Permanent Easement;
c. Exhibit "C" – Temporary Construction Easement; and
d. Exhibit "D" – Affidavit Regarding Coercion for Labor and Services.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. The term of this Agreement shall commence on the Effective Date and shall continue for so long as the Permanent Easement remains in effect. Notwithstanding anything to the contrary in this Agreement, the term provisions set forth in the Permanent Easement and Temporary Easement shall control with respect to the duration of those respective easement rights.

2.02 **Notice**. When either party desires to give notice to the other, such notice must be in writing addressed to the party for whom it is intended at the place last specified and shall be deemed to have been duly delivered and deemed to have been received (a) upon personal delivery, (b) twenty-four (24) hours after deposit with a nationally recognized overnight delivery service, or (c) if mailed, upon the first to occur of actual receipt or four (4) business days after being placed in the U.S. Mail, postage prepaid, registered or certified mail, with return receipt requested. The place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. All notices under the Permanent Easement and Temporary Easement shall be governed by the notice provisions set forth in this Section. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:
Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to:
Chief of Operations and Facilities
The School Board of Broward County, Florida
600 SE 3rd Avenue, 10th Floor
Fort Lauderdale, Florida 33301

and

Director of Facility Planning & Real Estate
The School Board of Broward County, Florida
600 SE 3rd Avenue, 8th Floor
Fort Lauderdale, Florida 33301

To FPL:
Corporate Real Estate Department
Florida Power & Light Company
700 Universe Boulevard (B2A/JB)
Juno Beach, FL 33408

With a Copy to:
General Counsel

Florida Power & Light Company
700 Universe Boulevard (E2A/JB)
Juno Beach, FL 33408

2.03 **Affidavit Regarding the Use of Coercion for Labor and Services.** Pursuant to Section 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and SBBC, the nongovernmental entity must provide SBBC entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.05(13), Florida Statutes. The nongovernmental entity shall attach hereto as **Exhibit "D,"** an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury stating that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject the nongovernmental entity to civil penalties, attorney's fees, and/or costs. Any agreement with SBBC shall be terminated by SBBC without recourse if the nongovernmental entity is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with the nongovernmental entity's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.04 **Insurance**. Prior to any use of the Easement Area, FPL shall obtain and maintain, throughout the period of any commercial use, commercial general liability insurance with coverages or self-insurance in amount not less than $1,000,000.00 per occurrence. The liability coverage must be on an "occurrence" basis as opposed to "claims made." All such insurance shall be sufficient to protect FPL, its contractors and their subcontractors, to the extent that they are involved in work on behalf of FPL, and SBBC against the claims of third persons, and to cover claims by SBBC against FPL, its contractor and their subcontractors for which FPL has assumed liability under this Agreement. SBBC shall be named as an additional insured of all such policies obtained by FPL. If requested by SBBC, FPL shall furnish SBBC with a certificate of insurance or evidence of self-insurance dated and signed by a stated, authorized agent for the insuring company or companies.

2.05 **Construction**. The Agreement Documents shall be read together and to the extent of any inconsistency between this Agreement and the Permanent Easement (Exhibit "B") or Temporary Easement (Exhibit "C"), (i) the applicable easement document shall control with respect to the scope, use, and operation of the easement rights granted therein, and (ii) this Agreement shall control in all other respects, unless such applicable easement document expressly states otherwise.

2.06 **Indemnification**. FPL and SBBC shall each be responsible for its own facilities, for protection of its own systems, and for ensuring adequate safeguards for FPL customers, and the personnel and equipment of SBBC and FPL. To the extent permitted by law, and subject to the limitations set forth in Section 768.28, F.S., if applicable, SBBC shall indemnify, defend and hold FPL harmless, and FPL shall indemnify, defend and hold SBBC harmless, from any and all claims, demands, costs or expenses, for loss, damage or injury to persons or property caused by, arising out of, or resulting from: (a) any act or omission by the respective party or that party's contractors, agents, servants and employees in connection with the development, construction, use or operation of that party's facilities, improvements or systems, or the operation or use thereof in connection with the other party's facilities, improvements or systems, (b) any defect

in, failure of, or fault related to, a party's facilities, improvements or systems, or (c) the negligence of the respective party or negligence of that party's contractors, agents, servants or employees. The respective party shall pay all claims, costs, damages and losses in connection with (a), (b) or (c) above, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the other party, where applicable, including appellate proceedings and shall pay all costs, judgment and attorney's fees that may issue thereon. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, F.S., nor shall same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful, or intentional acts or omissions.

2.07 **Limitation of Liability**. To the fullest extent permitted by law, neither SBBC nor FPL, nor their respective officers, directors, agents, employees, members, parents, subsidiaries or affiliates, successors or assigns, or their respective officers, directors, agents, employees, members, parents, subsidiaries or affiliates, successors or assigns, shall be liable to the other party or their respective officers, directors, agents, employees, members, parents, subsidiaries or affiliates, successors or assigns, for claims, suits, actions or causes of action for incidental, indirect, special, punitive, or consequential damages connected with or resulting from performance or non-performance, or any actions undertaken in connection with or related to the Easements, including without limitation, any such damages which are based upon causes of action for breach of contract, tort (including negligence and misrepresentation), breach of warranty, strict liability, statute, operation of law, under any indemnity provision or any other theory of recovery. If no remedy or measure of damages is expressly provided herein, the obligor's liability shall be limited to direct damages of up to One Million Dollars ($1,000,000) for each such breach, and such direct damages shall be the sole and exclusive measure of damages and all other remedies or damages at law or in equity are waived; provided, however, that this sentence shall not apply to limit the liability of a party whose actions giving rise to such liability constitute gross negligence or willful misconduct. The provisions of this section shall apply regardless of fault and shall survive termination, cancellation, suspension, completion or expiration of the Easements. Nothing contained in this Agreement shall be deemed to be a waiver of a party's right to seek injunctive relief.

2.08 **SBBC's Existing Improvements.** FPL acknowledges and agrees that SBBC may continue to operate and maintain its two existing mobile office trailers located within the Easement Area as of the date hereof, as shown on Exhibit "A" attached hereto and made a part hereof (collectively, the "Existing Improvements"), and for such Existing Improvements to remain within the Easement Area, and that in the event the Existing Improvements are destroyed or damaged and in need of replacement, now or in the future at any time, the replacement the mobile office trailer, as applicable, may be installed or constructed in the same location as the respective Existing Improvements; provided however, the replacement mobile office trailer may not exceed its existing height or expand the footprint of such Existing Improvement's current encroachment within the Easement Area as of the date hereof.

2.09 **Permits; Tree Removal; Compliance with Law.** FPL shall, at its sole cost and expense, obtain and maintain all approvals, permits, authorizations, and licenses required by applicable law in connection with the exercise of the rights granted herein, including, without

limitation, any permits required by the City of Hollywood, Florida ("City"), for any and all work associated with the construction of the "Facilities" as defined in both the Permanent Easement (attached hereto as Exhibit "B") and the Temporary Construction Easement (attached hereto as Exhibit "C"), including but not limited to the removal, relocation, trimming, or disturbance of trees located on the Easement Area. SBBC shall reasonably cooperate with FPL in executing permit applications or other documentation required by the City in connection with tree removal or any other activities; however, FPL shall be solely responsible for preparing, submitting, and prosecuting all such applications and for complying with all applicable code requirements. FPL shall comply with all conditions imposed by any permit or approval, including any requirements for tree relocation, replacement, or mitigation planting. To the extent mitigation or replacement is required as a result of activities conducted by or on behalf of FPL, FPL shall be solely responsible for satisfying such requirements. Nothing herein shall be construed to relieve FPL from compliance with any applicable municipal ordinance governing tree protection, except to the limited extent preempted by state law.

2.10 **Public Records; Limited Confidentiality**. The Parties acknowledge that SBBC is a public governmental entity subject to Florida public records laws, including Chapter 119, Florida Statutes. Accordingly, this Agreement and its terms may be disclosed, published, and included as an agenda item and supporting materials for a public meeting, and shall be produced in response to public records requests, to the extent required by law. The Parties acknowledge that this Agreement may be subject to disclosure pursuant to Chapter 119, Florida Statutes. Notwithstanding such disclosure obligations, the Parties agree that this Agreement shall not be recorded in the Public Records of Broward County. Any attempted recordation by either party shall constitute a material breach of this Agreement; however, such attempted recordation shall not, in and of itself, void or terminate the remaining provisions of this Agreement, which shall remain in full force and effect unless otherwise terminated in accordance with its terms. **This restriction does not apply to the Permanent Easement or Temporary Easement, which the Parties intend to be recorded.**

2.11 **Compensation**.

a. Permanent Easement. As consideration for the grant of the Permanent Easement, FPL shall pay SBBC the total amount of Nine Hundred Thousand Dollars and Zero Cents ($900,000.00), which payment shall be paid within fifteen (15) calendar days following full execution of the Agreement Documents by wire transfer or check payable to The School Board of Broward County, Florida.

b. Temporary Easement. As consideration for the grant of the Temporary Easement, FPL shall pay SBBC a one-time lump sum payment in the amount of Two Hundred Twelve Thousand Dollars and Zero Cents ($212,000.00), which payment shall be paid within fifteen (15) calendar days following full execution of the Agreement Documents by wire transfer or check payable to The School Board of Broward County, Florida.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver

of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the Parties intend to directly or substantially benefit a third-party by this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

3.03 **Independent Contractor**. The Parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The Parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof.

3.05 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.06 **Place of Performance**. All obligations shall be performed in Broward County, Florida.

3.07 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States

District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.08 **Entire Agreement**. The Permanent Easement, Temporary Easement, and this Agreement collectively constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior negotiations and understandings. The Parties agree that there are no commitments, agreements or understandings concerning the subject matter that are not contained in Permanent Easement, Temporary Easement, and this Agreement. Accordingly, the Parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.09 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns.

3.10 **Assignment**. Neither party may assign the Permanent Easement, Temporary Easement, or this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

3.11 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.12 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.13 **Preparation of Agreement**. The Parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.14 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.15 **Waiver**. The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.16 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or

obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.17 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.18 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.19 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer the Agreement Documents.

3.20 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.22 **FPL's Use and Maintenance of the Permanent Easement**.

a. SBBC grants to FPL, its authorized agents, representatives, or employees the right to install, access, and maintain asphalt roadway pavement, curbing, sidewalk, drainage, streetlights and landscaping on, over, across, and through the Easement Area.

b. FPL shall, at its sole expense, properly and appropriately maintain and repair the Facilities. Subject to FPL's acquired easement rights herein, to the extent FPL's use of the Property results in damage to the asphalt roadway pavement, curbing, sidewalks, drainage, street lights, and landscaping within the Easement Area, FPL will repair or replace such improvements with the same, like or better quality, at their original location to the extent practicable.

3.23 **Security**. Except in the event of an emergency, FPL, its authorized agents, representatives, or employees, shall notify the Director, Physical Plant Operations for SBBC or his or her designee upon arrival at the Property, and if FPL requires the use of the Property outside of the Easement Area then FPL will provide said notice in advance of accessing the Property.

3.24 **Environmentally Hazardous Material**. FPL hereby acknowledges that the SBBC prohibits the storage or leakage of any Hazardous Substance on SBBC's Property at any and all times.

"Hazardous Substance" is defined as any pollutant, contaminant, waste or chemical or any toxic, radioactive, ignitable corrosive, reactive or otherwise hazardous substance, waste or material or any substance, waste or material having any constituent elements displaying any of the foregoing characteristics, including petroleum, its derivatives, by-products and other hydrocarbons, and any substance, waste or material regulated for its hazardous properties under any Environmental Law. Environmental Law means any federal, state, or local applicable law, and any governmental order or agreement with any governmental Authority: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Substance. FPL agrees not to store or leak any Environmentally Hazardous Substance on SBBC's Property. In all events, FPL shall be responsible for remediating any damage caused from the release of Hazardous Substances on the Easement Area or any surrounding areas caused by FPL or persons acting under FPL.

3.25 **Damage.** FPL shall promptly repair any damage to the Easement Area caused solely and directly by FPL, or any of its employees, agents, contractors or any party acting on behalf of FPL in performing any of its activities under the terms of this Agreement, using materials that are of equal or greater quality than the materials damages or destroyed.

3.26 **Restoration.** Upon completion of any construction activities by FPL within the Property under the Agreement Documents, FPL shall remove all physical material pertaining to construction of the Facilities and restore the Easement Area, and any impacted lands of SBBC adjoining the Easement Area, to substantially the same physical condition that existed immediately prior to FPL's use of the Property.

3.27 **No Obstructions of Property.** With the exception of the Facilities, neither the Easement Area nor Property shall be obstructed by any object that would unreasonably prohibit access, ingress or egress, or materially interfere with the operations of the Property other than for the purposes allowed under this Agreement.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC:

(Corporate Seal)
Florida

The School Board of Broward County,

By:_____
Sarah Leonardi, Chair

ATTEST

_____
Dr. Howard Hepburn, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[Remainder of page intentionally left blank; signature page follows]

FOR FPL

FLORIDA POWER & LIGHT COMPANY,
a Florida corporation

Witness: _____

Print name: Scott Jordan

Address: 700 Universe Boulevard
Juno Beach, Florida 33408

By: _____

Print Name: William Mandlin

Its: Director Real Estate Acquisition & Asset Mgt.

Address: 700 Universe Boulevard
Juno Beach, Florida 33408

Witness: _____

Print name: Paula Henson

Address: 700 Universe Boulevard
Juno Beach, Florida 33408

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF ~~PALM BEACH~~ Santa Rosa)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 23 day of June, 2026, by William Mandlin as Director Real Est Acq & Asst Mgt. of Florida Power & Light Company, a Florida corporation, on behalf of the corporation.

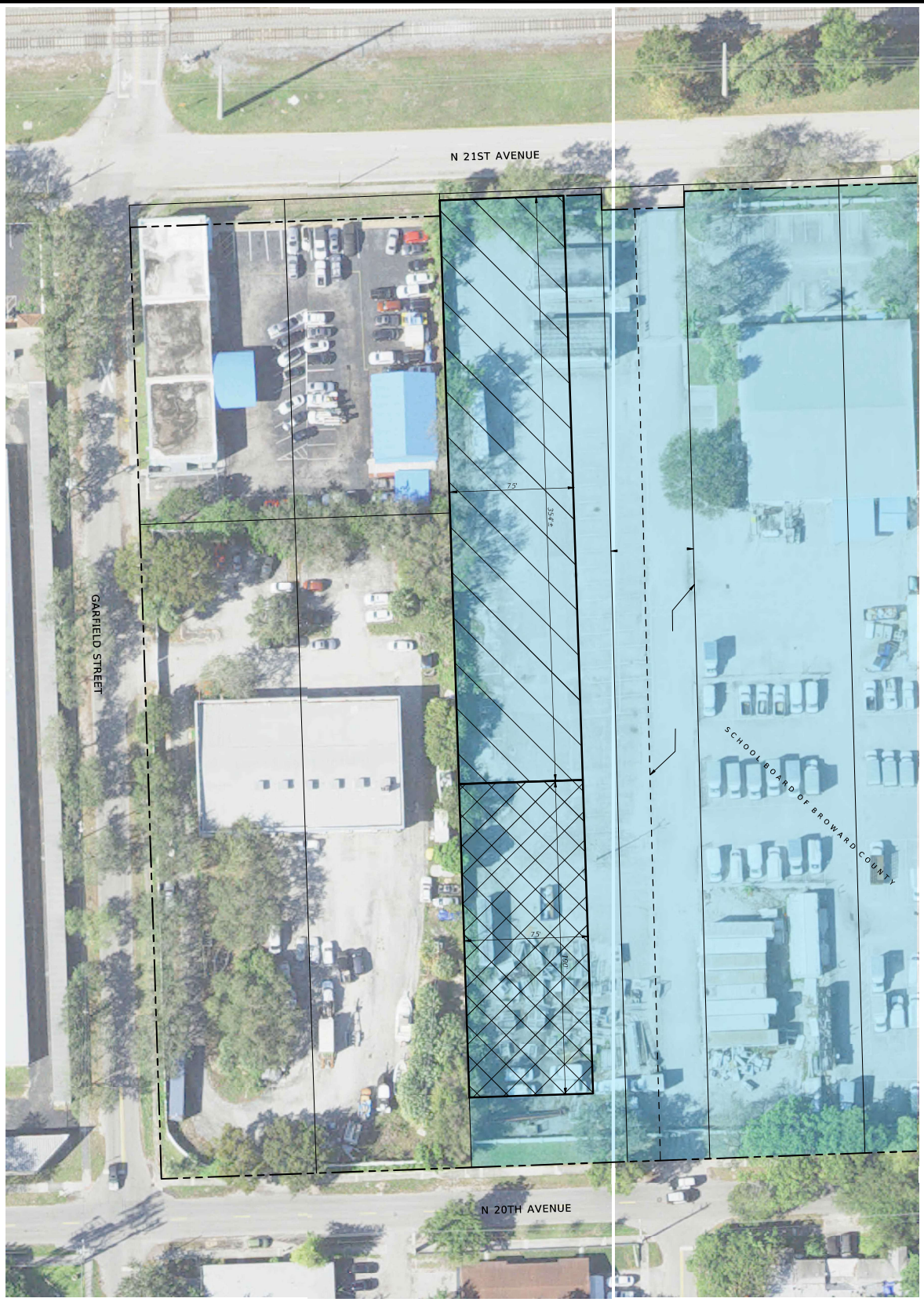
(NOTARIAL SEAL)

Notary: _____
Print Name: Scott C. Jordan
Notary Public, State of Florida
My commission expires: 6/8/28

☑ Personally Known **OR** ☐ Produced Identification
Type of Identification Produced _____

SCOTT C. JORDAN
Notary Public - State of Florida
Commission # HH 523813
My Comm. Expires Jun 8, 2028
Bonded through National Notary Assn.

Exhibit "A"
Property Description



SCHOOL BOARD OF BROWARD COUNTY
1295 N 21 AVE, HOLLYWOOD, FL PID:
514203100330
O.R.B. 30299, PG. 331, B.C.R.

TEMPORARY FPL EASEMENT
(14,250 SQUARE FEET)

PERMANENT FPL EASEMENT
(26,542 SQUARE FEET)

0 15 30 60
SCALE: 1" = 30'

Exhibit "A"

Legal Description

PARCEL 1

A portion of Lot 3, Block 4, TOGETHER WITH a portion of Lots 1 & 2, Block 5, TOGETHER WITH a portion of "ARTHUR STREET" lying adjacent to said Blocks 4 & 5, all as shown on the Plat of "NORTH HOLLYWOOD," according to the Plat thereof as recorded in Plat Book 4, Page 1 of the Public Records of Broward County, Florida, and being more particularly described as follows:

Commencing at the Southeast corner of said Block 4; thence on an assumed bearing of North 00°00'15" East on the West right-of-way line of North 20th Avenue, and on the East line of Block 4, as shown on said Plat, a distance of 188.00 feet to the Southeast corner of Lot 3, Block 4 and the Point of Beginning; thence continuing North 00°00'15" East, on said West right-of-way line, a distance of 289.32 feet to the Southeast corner of Parcel "B", HOLLYWOOD LAND, according to the Plat thereof as recorded in Plat Book 137, Page 6 of the Public Records of Broward County, Florida; thence North 89°43'41" West on the South line of Parcels "B" and "A" of said "HOLLYWOOD LAND" Plat, a distance of 576.69 feet to a point on a line 13.50 feet East of (as measured at right angles) and parallel with the East right-of-way line of North 21st Avenue as shown on said Plat of "NORTH HOLLYWOOD" and also to the Southwest corner of Parcel "A" of said "HOLLYWOOD LAND" Plat; thence South 00°00'00" East on said parallel line, a distance of 289.83 feet to a point on the South line of said Lot 3, Block 4; thence South 89°46'45" East on said South line of Lot 3, Block 4, a distance of 576.67 feet to the Point of Beginning.

PARCEL 2

THE SOUTH 102.00 FEET OF PARCEL B, HOLLYWOOD LAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 137, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL 3

That portion of the westerly 13.5 feet of Lot 3, Block 4 and Lots 1 and 2, Block 5 of the plat of "North Hollywood", according to the plat thereof as recorded in Plat Book 4, Page 1 of the public records of Broward County, Florida, lying adjacent to and westerly of the following described property.

Commencing at the Southeast corner of said Block 4; thence on an assumed bearing of North 00°00'15" East on the West right of way line of North 20th Avenue, and on the East line of Block 4, as shown on said plat, a distance of 188.00 feet, to the Point of Beginning; thence continuing North 00°00'15" East, on said West right of way line, a distance of 289.32 feet to the Southeast corner of Parcel "B", "HOLLYWOOD LAND", according to the plat thereof as recorded in Plat Book 137, Page 6 of the public records of Broward County, Florida; thence North 89°43'41" West on the South line of Parcels "B" and "A" of said "HOLLYWOOD LAND" Plat, a distance of 576.69 feet to a point on a line 13.50 feet East of (as measured at right angles) and parallel with the East right of way line of North 21st Avenue as shown on said Plat of "NORTH HOLLYWOOD" and also to the Southwest corner of Parcel "A" of said "HOLLYWOOD LAND" Plat; thence South 00°00'00" East on said parallel line, a distance of 289.83 feet to a point on the South line of said Lot 3, Block 4; thence South 89°46'45" East on said South line of Lot 3, Block 4, a distance of 576.67 feet to the Point of Beginning.

and less the West 4.00 feet of Lot 3, Block 4, the West 4.00 feet of Lot 1, Block 5, and the West 4.00 feet of the South 48.01 feet of Lot 2, Block 5, NORTH HOLLYWOOD, according to the Plat thereof, as recorded in Plat Book 4, Page 1, of the Public Records of Broward County, Florida for road right-of-way purposes.

Exhibit "B"
Permanent Easement

This instrument was prepared by and after recording return to:

Florida Power & Light Company
Corporate Real Estate
700 Universe Blvd.
Juno Beach, Florida 33408

Parcel ID Number: 51-42-03-10-0330

EASEMENT
(Corporate)

KNOW ALL MEN BY THESE PRESENTS that **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**, a body corporate and political subdivision of the State of Florida, whose post office address is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301 ("**Grantor**") in consideration of the sum of Ten Dollars and No Cents ($10.00) and other valuable considerations, receipt of which is hereby acknowledged, do hereby grant to **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation, whose address is 700 Universe Boulevard, Juno Beach, Florida 33408 and to its successors and assigns (the term "assigns" meaning any person or business entity owning by way of assignment all or a portion of rights under this easement with Florida Power & Light Company or its other assigns retaining and exercising the other rights) (hereinafter "**Grantee**"), an easement forever, to be used for the construction, operation, and maintenance of one or more overhead and underground electric transmission and distribution lines, including but not limited to, wires, poles, "H" frame structures, towers, cables, conduits, anchors, guys, roads, trails and equipment associated therewith, attachments and appurtenant equipment for communication purposes (all of the foregoing hereinafter referred to as "**Facilities**"), over, under, in, on, upon and across the lands of Grantor situated in the County of Broward, and the State of Florida (hereinafter the "**Easement**") and being more particularly described as follows:

See **Exhibit "A"** attached hereto and made a part hereof (the "**Easement Area**");

together with the right and privilege from time to time to reconstruct, inspect, alter, repair, improve, enlarge, add to, change the voltage, as well as the nature or physical characteristics of, replace, remove or relocate the Facilities or any part of them, lay temporary mats, install gates to existing or future fences, install fill, culverts or other drainage facilities upon, across, over or under the Easement Area with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the herein described purposes, including, but not limited to, the right to cut and keep clear all trees and undergrowth and other obstructions within the Easement Area and on lands of Grantor adjoining the Easement Area that may interfere with the proper construction, operation and maintenance of such Facilities or any part of them, the right to mark the location of any underground Facilities by above ground and other suitable markers; together with the right of ingress and egress over designated access routes reasonably approved by Grantor and coordinated in advance, except in emergencies, for personnel, vehicles and equipment over the adjoining lands of Grantor, for the purpose of exercising and enjoying the rights granted by this Easement and any or all of the rights granted hereunder.

Notwithstanding anything contained herein to the contrary, by the execution and delivery hereof Grantor acknowledges and agrees that (i) Grantor's activities shall not interfere or be inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee, or as might cause a hazardous condition; and (ii) no portion of the Easement Area shall be excavated, altered, obstructed, surfaced or paved and no building, well, irrigation system, structure, obstruction or improvement (including any improvements for recreational activities) shall be located, constructed, maintained or operated over, under, upon or across the Easement Area by Grantor, or the heirs, personal representatives, successors or assigns of Grantor without the prior written permission of Grantee. Grantor acknowledges and agrees that any improvement, structure or alteration that interferes with or is inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or its licensees or as might cause a hazardous condition shall be a violation of this provision. However, no violation of this provision shall be deemed adverse or hostile to Grantee until such time as said violation interferes with Grantee's actual use, occupation, maintenance

or enjoyment of the Easement Area and the rights granted hereunder; and until Grantee first provides written notice to Grantor of the violation(s) and Grantor fails to cure the violations complained of within thirty (30) days of such notice.

Grantor covenants that Grantor is the fee simple owner of the Easement Area. And further covenants that the Easement Area is free and clear of liens, encumbrances and third party rights and/or claims of any kind.

(Remainder of page intentionally left blank; signature page follows)

IN WITNESS WHEREOF, Grantor has executed this Easement this 28th day of July 2026.

Signed, sealed and delivered

In the presence of:

By_____
Dr. Howard Hepburn,
Superintendent of Schools

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Sarah Leonardi, Chair

Approved as to Form and Legal Content:

_____
Office of the General Counsel

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 28th day of July, 2026, by **Sarah Leonardi, Chair**, and **Dr. Howard Hepburn, Superintendent of Schools** of **The School Board of Broward County, Florida,** a body corporate existing under the laws of the State of Florida, on behalf of the body corporate.

The persons are personally known to me or produced as Identification and did/did not first take an oath.

My commission expires:

_____
Signature, Notary Public

_____
Printed Name of Notary

(SEAL)

_____
Notary's Commission No.

IN WITNESS WHEREOF, Grantee has executed this Easement this 23rd day of June 2026.

Signed, sealed and delivered
in the presence of:

Signature:

Scott Jordan
Print Name:
Post Office Address: One Energy Pl
Pensacola FL 32520

Signature:

Steve Rhodes
Print Name:
Post Office Address: One Energy Place
Pensacola FL 32520

Grantee:

FLORIDA POWER & LIGHT COMPANY,
a Florida corporation

By: William Mandlin

Print Name: William Mandlin

Its: Director Real Estate Acq. + Asset Mgt.

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF Santa Rosa)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 23 day of June, 2026, by William Mandlin as Director Real Estate Acq. & Asset Mgt. of Florida Power & Light Company, a Florida corporation, on behalf of the corporation.

(NOTARIAL SEAL)

SCOTT C. JORDAN
Notary Public - State of Florida
Commission # HH 523813
My Comm. Expires Jun 8, 2028
Bonded through National Notary Assn.

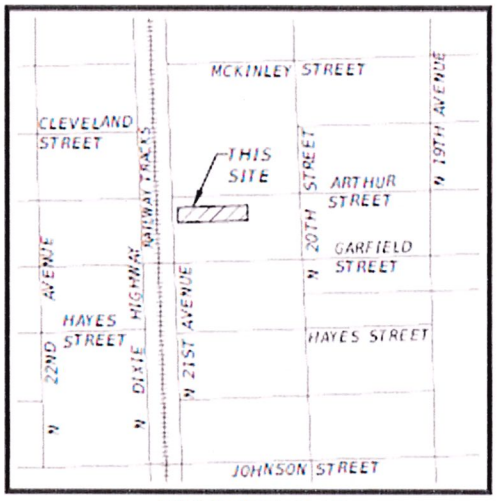
Notary: Scott C. Jordan
Print Name: Scott C. Jordan
Notary Public, State of Florida
My commission expires: 6/8/28

☑ Personally Known **OR** ☐ Produced Identification
Type of Identification Produced _____

EXHIBIT "A"
(Easement Area)

SURVEY NOTES:

1. THIS IS NOT A BOUNDARY SURVEY AS SUCH.
2. THIS IS A SKETCH AND DESCRIPTION OF AN EASEMENT PREPARED FOR FPL.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) WITH A REFERENCE BEARING OF NORTH 88°06'50" EAST ALONG THE SOUTH LINE OF LOT3, BLOCK 4, "NORTH HOLLYWOOD", PLAT BOOK 4, PAGE 1, B.C.R.
4. THIS SKETCH HAS BEEN PREPARED BASED ON INFORMATION OBTAINED FROM THE PUBLIC RECORDS. A TITLE SEARCH HAS NOT BEEN PERFORMED.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. COPIES OF THIS SURVEY ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR THE VERIFIED DIGITAL SIGNATURE OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON.
7. DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMAL PORTIONS THEREOF.
8. SEE PAGES 2 FOR ABBREVIATIONS.



VICINITY MAP
(NOT TO SCALE)

SURVEY NOTES:

BEING A PORTION OF LOTS 3 IN BLOCK 4, "NORTH HOLLYWOOD" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 1 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND ALSO BEING A PORTION OF THE SCHOOL BOARD OF BROWARD COUNTY DEED RECORDED IN OFFICIAL RECORDS BOOK 30299, PAGE 331 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 3, BLOCK 4; THENCE NORTH 88°06'50" EAST, A DISTANCE OF 4.00 FEET TO A POINT ON THE WEST LINE OF SAID SCHOOL BOARD OF BROWARD COUNTY DEED AND BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°06'50" EAST ALONG THE SOUTH LINE OF SAID LOT 3, BLOCK 4, A DISTANCE OF 353.75 FEET; THENCE NORTH 01°53'10" WEST DEPARTING SAID SOUTH LINE, A DISTANCE OF 75.00 FEET; THENCE SOUTH 88°06'50" WEST ALONG A LINE 75.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 3, BLOCK 4, A DISTANCE OF 354.04 FEET TO A POINT ON THE WEST LINE OF SAID SCHOOL BOARD OF BROWARD COUNTY DEED AND BEING THE EAST RIGHT OF WAY LINE OF N 21ST AVENUE; THENCE SOUTH 02°06'25" EAST ALONG SAID WEST LINE, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN BROWARD COUNTY FLORIDA AND CONTAINING 26,542 SQUARE FEET (MORE OR LESS).

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SURVEY OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON SEPTEMBER 15, 2025 MEETS THE STANDARD OF PRACTICE UNDER RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

Derek G. Zeman

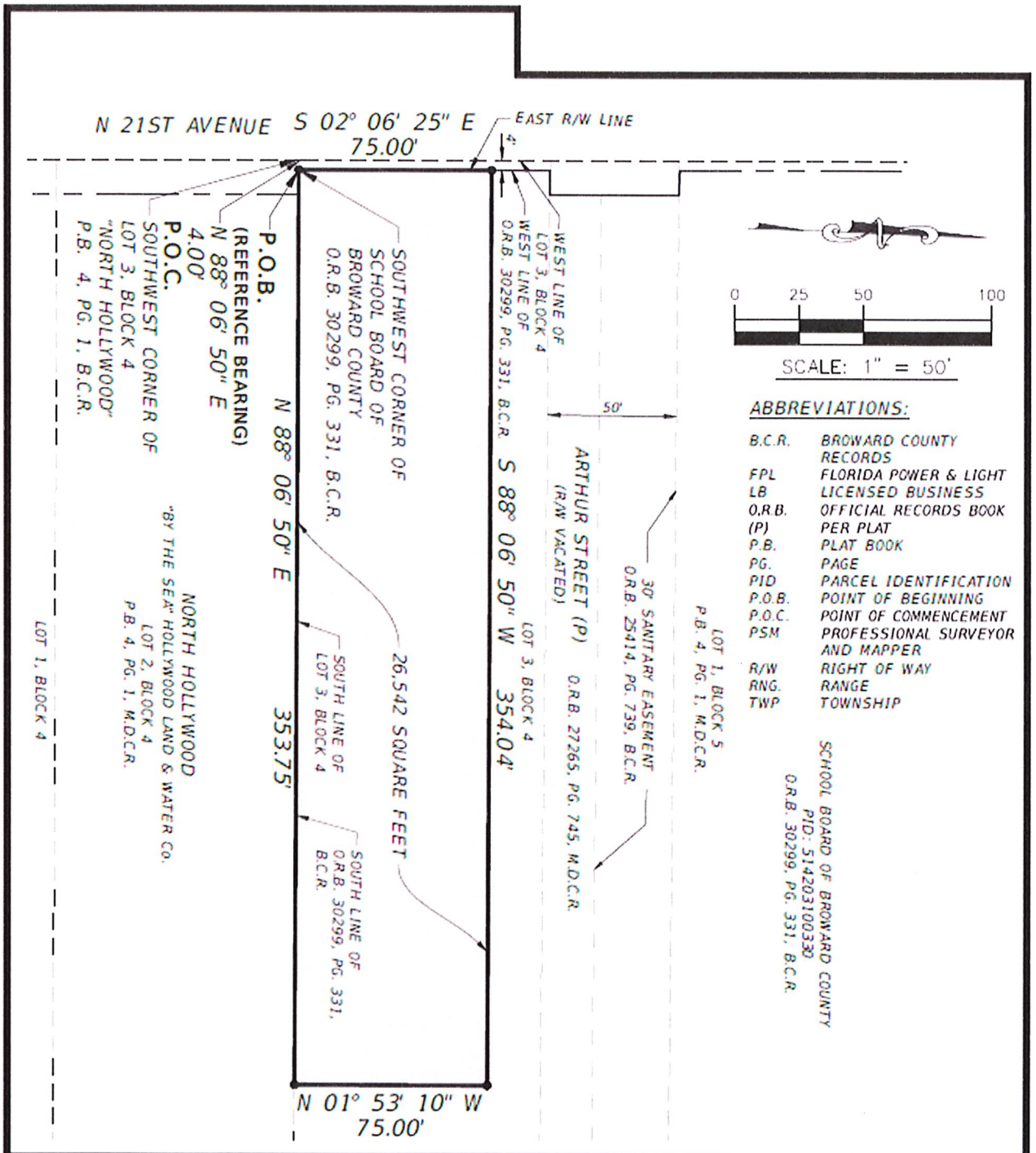
DEREK ZEMAN, PSM
REGISTRATION NO. 5655
STATE OF FLORIDA

PERMANENT EASEMENT
SECTION 10 - TOWNSHIP 51 SOUTH
RANGE 42 EAST

3970 RCA BOULEVARD, SUITE #7750
PALM BEACH GARDENS, FL 33410
INFO@ZEMANGROUP.COM
(561) 223-8035

ZEMAN CONSULTING GROUP
FLORIDA LB NO. 8431

PROJECT NO.	25083.00
SCALE	1" = 50'
DRAWN BY	HN
CHECKED BY	DZ
SHEET(S)	1 OF 2



ABBREVIATIONS:

B.C.R.	BROWARD COUNTY RECORDS
FPL	FLORIDA POWER & LIGHT
LB	LICENSED BUSINESS
O.R.B.	OFFICIAL RECORDS BOOK
(P)	PER PLAT
P.B.	PLAT BOOK
PG.	PAGE
PID	PARCEL IDENTIFICATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R/W	RIGHT OF WAY
RNG.	RANGE
TWP	TOWNSHIP

PERMANENT EASEMENT
SECTION 10 - TOWNSHIP 51 SOUTH
RANGE 42 EAST

3970 RCA BOULEVARD, SUITE #7750
PALM BEACH GARDENS, FL 33410
INFO@ZEMANGROUP.COM
(561) 223-8035

ZEMAN CONSULTING GROUP
FLORIDA LB NO. 8431

PROJECT NO.	25083.00
SCALE	1" = 50'
DRAWN BY	HN
CHECKED BY	DZ
SHEET(S)	1 OF 2

Exhibit "C"
Temporary Construction Easement

This instrument was prepared by and after recording return to:

Florida Power & Light Company
Corporate Real Estate
700 Universe Blvd.
Juno Beach, FL 33408

Parcel ID Number: 51-42-03-10-0330

TEMPORARY CONSTRUCTION EASEMENT
(Corporate)

THIS TEMPORARY CONSTRUCTION EASEMENT ("**Easement**"), is executed and effective this 28th day of July, 2026 ("**Effective Date**"), by and between **The School Board of Broward County, Florida**, a body corporate and political subdivision of the State of Florida, whose post office address for notice purposes is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, its successors and assigns ("**Grantor**"), and **Florida Power & Light Company**, a Florida corporation, whose address for notice purposes is 700 Universe Boulevard, B2A/JB, Juno Beach, Florida 33408, Attention: Corporate Real Estate Department, its successor and assigns ("**Grantee**") (the term "assigns" meaning any person or business entity owning by way of assignment all or a portion of rights under this Easement, with Grantor or Grantee or their respective assigns retaining and exercising the remaining unassigned rights). Grantor and Grantee are sometimes referred to individually as a "**Party**", and collectively, as "**Parties**".

PREMISES

A. Grantor is the owner of a certain tract of real property located in Broward County, Florida and more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "**Easement Area**"); and

B. Grantee intends to construct, operate and maintain one or more overhead and underground electric transmission and distribution lines, including but not limited to, wires, poles, "H" frame structures, towers, cables, conduits, anchors, guys, roads, trails and equipment associated therewith, attachments and appurtenant equipment for communication purposes (collectively, the "**Facilities**"); and

C. Grantor desires to grant and convey to Grantee a temporary construction easement in, on, over, under and across the Easement Area for the Facilities, over which certain equipment and facilities will ingress and egress in furtherance of the construction of the Facilities.

IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Grant**. Grantor does hereby grant, bargain, sell and convey unto Grantee, a temporary easement in, on, over, under and across the Easement Area for the purposes of conducting ancillary activities related to the construction of the Facilities, together with the right for vehicles, equipment and Facilities to traverse over the Easement Area; and the right of ingress to and egress from the Easement Area and over and along designated access routes reasonably approved by Grantor and coordinated in advance, except in emergencies, on the adjoining lands of Grantor by Grantee, its agents, invitees, contractors, subcontractors, licensees, subsidiaries and affiliates. Grantee shall also have the right to lay temporary mats, clear the land, cut, prune and remove or otherwise dispose of any foliage or vegetation and keep the land clear of all obstructions on or near the Easement Area and Grantee shall not be liable for damages caused on the Easement Area by keeping the Easement Area clear of such trees, brush, or undergrowth, in the exercise of its rights hereunder.

2. **Maintenance & Use**. Grantee shall keep the Easement Area in good condition and repair, excluding ordinary wear and tear and damage by the elements or by Grantor, or Grantor's employees, contractors, agents and/or invitees. Grantee shall not allow the Easement Area to be used for any unlawful purpose. Grantee shall comply with all applicable governmental laws, ordinances, rules and regulations while using the Easement Area for the purposes granted herein.

3. **Term**. The term of the Easement ("**Term**") shall commence on the Effective Date and shall automatically expire upon the earlier of: (i) the date Grantee completes construction of its Facilities; or (ii) on December 31, 2030, whichever occurs first, without the need for further action on the part of either Party. Grantor authorizes the Superintendent of Schools to extend the Term of this Easement in writing, if required, without the need for further action by Grantor.

4. **Authority**. Grantor hereby represents and warrants to Grantee that Grantor owns the Easement Area in fee simple and is fully authorized and empowered to grant the rights and benefits herein granted to Grantee. And further covenants that the subject land is free and clear of liens, encumbrances and third party rights and/or claims of any kind.

5. **Damage**. Throughout the Term, Grantee will repair any damage to the Easement Area, to the extent such damage is caused by Grantee or its contractors, subcontractors, employees or agents.

6. **Removal & Restoration**. Upon full or partial termination of this Easement, Grantee shall remove all physical material pertaining to the Facilities and restore the Easement Area to substantially the same physical condition that existed immediately before Grantee's use of the Easement Area (except for replanting any trees, brush or undergrowth that is cleared pursuant to this Easement).

7. **Complete Agreement**. This Easement and separate Easements Agreement between the Parties represent the complete and integrated agreement of the Parties with respect to the subject matter herein and supersedes all prior oral or written agreements.

8. **Governing Law**. This Easement shall be governed by and interpreted in accordance with the laws of the State of Florida. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Easement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Easement, each shall have all remedies available at law or in equity.

9. **Counterparts**. This Easement may be executed in separate counterparts, each of which is an original, and all of which together constitute one and the same instrument.

10. **Covenants**. Notwithstanding anything contained herein to the contrary, by the execution and delivery hereof Grantor so expressly agrees that no portion of the Easement Area shall be excavated, altered, obstructed, improved, surfaced or paved without the prior written permission of Grantee, and no building, well, irrigation system, structure, obstruction or improvement (including any improvements for recreational activities) shall be located, constructed, maintained or operated over, under, upon or across said Easement Area by Grantor, or the heirs, personal representatives, successors or assigns of Grantor. Any improvement, structure or alteration that interferes with or is inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or as might cause a hazardous condition shall be a violation of this provision. However, no violation of this provision shall be deemed adverse or hostile to Grantee until such time as said violation interferes with Grantee's actual use, occupation and enjoyment of the Easement Area and the rights granted hereunder; and until Grantee first provides written notice to Grantor of the violation(s) and Grantor fails to cure the violations complained of within thirty (30) days of such notice. Notwithstanding the foregoing, Grantor may continue to use the Easement Area for school operations and such other purposes; provided, however, such purposes are not inconsistent with the rights granted herein to Grantee or as might cause a hazardous condition.

11. **Compensation**. Compensation payable in connection with this Easement are governed by the separate Easements Agreement between the Parties.

[Signatures and acknowledgments continued on following pages]

Executed as of the date and year first above written.

Signed, sealed and delivered

In the presence of:

By_____
Dr. Howard Hepburn,
Superintendent of Schools

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Sarah Leonardi, Chair

Approved as to Form and Legal Content:

_____
Office of the General Counsel

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by **Sarah Leonardi, Chair**, and **Dr. Howard Hepburn, Superintendent of Schools** of **The School Board of Broward County, Florida,** a body corporate existing under the laws of the State of Florida, on behalf of the body corporate.

The persons are personally known to me or produced as Identification and did/did not first take an oath.

My commission expires:

_____
Signature, Notary Public

_____
Printed Name of Notary

(SEAL)

_____
Notary's Commission No.

[Signatures and acknowledgments continued on following page]

Executed as of the date and year first above written.

Signed, sealed and delivered
in the presence of:

Paula Henson
Signature:

Paula Henson
Print Name:
Post Office Address: One Energy Pl
Pensacola FL 32520

Signature:

Scott Jordan
Print Name:
Post Office Address: One Energy PL
Pensacola FL 32520

Grantee:

FLORIDA POWER & LIGHT COMPANY,
a Florida corporation

By: William Mandlin

Print Name: William Mandlin

Its: Director Real Estate Acq. & Asset Mgt.

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF Santa Rosa)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 23 day of June, 2026, by William Mandlin as Director of Acq & Asset Mgt of Florida Power & Light Company, a Florida corporation, on behalf of the corporation.

(NOTARIAL SEAL)

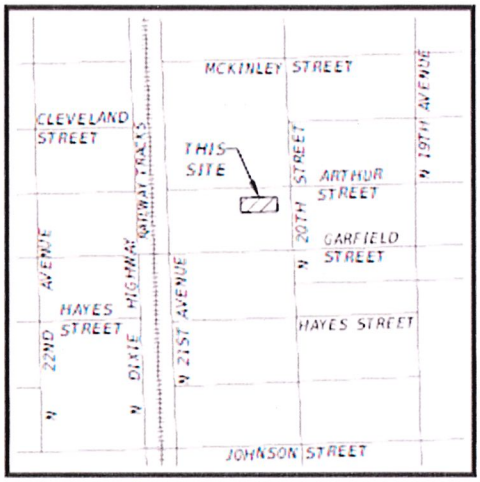
Notary:
Print Name: Scott C. Jordan
Notary Public, State of Florida
My commission expires: 6/8/28

SCOTT C. JORDAN
Notary Public - State of Florida
Commission # HH 523813
My Comm. Expires Jun 8, 2028
Bonded through National Notary Assn.

☑ Personally Known **OR** ☐ Produced Identification
Type of Identification Produced

EXHIBIT "A"
(Easement Area)

SURVEY NOTES:
1. THIS IS NOT A BOUNDARY SURVEY AS SUCH.
2. THIS IS A SKETCH AND DESCRIPTION OF AN EASEMENT PREPARED FOR FPL.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) WITH A REFERENCE BEARING OF SOUTH 88°06'50" WEST ALONG THE SOUTH LINE OF LOT3, BLOCK 4, "NORTH HOLLYWOOD", PLAT BOOK 4, PAGE 1, B.C.R.
4. THIS SKETCH HAS BEEN PREPARED BASED ON INFORMATION OBTAINED FROM THE PUBLIC RECORDS. A TITLE SEARCH HAS NOT BEEN PERFORMED.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. COPIES OF THIS SURVEY ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR THE VERIFIED DIGITAL SIGNATURE OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON.
7. DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMAL PORTIONS THEREOF.
8. SEE PAGES 2 FOR ABBREVIATIONS.



VICINITY MAP
(NOT TO SCALE)

SURVEY NOTES:
BEING A PORTION OF LOTS 3 IN BLOCK 4, "NORTH HOLLYWOOD" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 1 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND ALSO BEING A PORTION OF THE SCHOOL BOARD OF BROWARD COUNTY DEED RECORDED IN OFFICIAL RECORDS BOOK 30299, PAGE 331 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 3, BLOCK 4; THENCE SOUTH 88°06'50" WEST ALONG SAID SOUTH LINE OF SAID LOT 3, BLOCK 4, A DISTANCE OF 42.41 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°53'10" WEST DEPARTING SAID SOUTH LINE, A DISTANCE OF 75.00 FEET; THENCE SOUTH 88°06'50" WEST ALONG A LINE 75.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 3, BLOCK 4, A DISTANCE OF 190.00 FEET; THENCE SOUTH 01°53'10" EAST, A DISTANCE OF 75.00 FEET TO SOUTH LINE OF SAID LOT 3, BLOCK 4 AND BEING THE SOUTH LINE OF SAID SCHOOL BOARD OF BROWARD COUNTY DEED; THENCE SOUTH 88°06'50" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 190.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN BROWARD COUNTY FLORIDA AND CONTAINING 14,250 SQUARE FEET (MORE OR LESS).

CERTIFICATION:
I HEREBY CERTIFY THAT THE ATTACHED SURVEY OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON SEPTEMBER 15, 2025 MEETS THE STANDARD OF PRACTICE UNDER RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

Derek G. Zeman

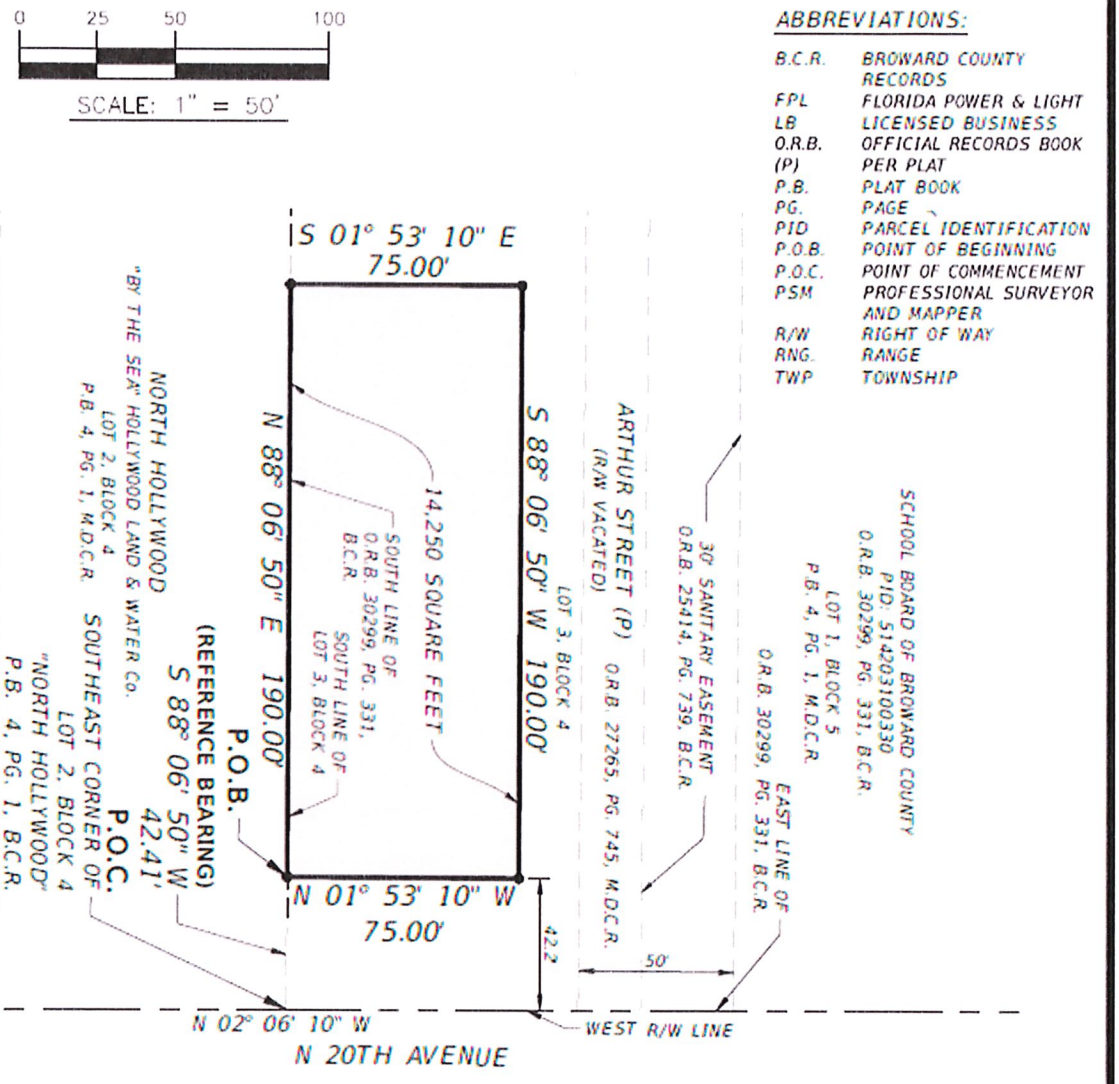
DEREK ZEMAN, PSM
REGISTRATION NO. 565.
STATE OF FLORIDA

TEMPORARY EASEMENT
SECTION 10 - TOWNSHIP 51 SOUTH
RANGE 42 EAST

3970 RCA BOULEVARD, SUITE #7750
PALM BEACH GARDENS, FL 33410
INFO@ZEMANGROUP.COM
(561) 223-8035

ZEMAN CONSULTING GROUP
FLORIDA LB NO. 8431

PROJECT NO.	25083.00
SCALE	1" = 50'
DRAWN BY	HN
CHECKED BY	DZ
SHEET(S)	1 OF 2



TEMPORARY EASEMENT SECTION 10 - TOWNSHIP 51 SOUTH RANGE 42 EAST	PROJECT NO. 25083.00 SCALE 1" = 50' DRAWN BY HN CHECKED BY DZ SHEET(S) 2 OF 2
3970 RCA BOULEVARD, SUITE #7750 PALM BEACH GARDENS, FL 33410 INFO@ZEMANGROUP.COM (561) 223-8035	ZEMAN CONSULTING GROUP FLORIDA LB NO. 8431

Exhibit "D"
Affadavit Regarding Coercion for Labor and Services

State of Florida Affidavit
Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: Florida Power & Light Company

Event Name: Hollywood - Pillar Easement Date/ Time: 6/23/2026 11:36 AM

Vendor FEIN: 59-0247775

Vendor's Authorized Representative Name and Title: William Maudlin, Director Land Acquisition & Asset Management

Address: 700 Universe Blvd

City: Juno Beach State: FL Zip Code: 33408

Phone Number: 850-444-6367 Email Address: William.Maudlin@fpl.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: Willi Maudlin

AUTHORIZED SIGNATURE

Print Name and Title: William Maudlin, Director Land Acquisition & Asset Management Date: 6/23/26

Exhibit "D"

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	J. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	J-2.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Utility Easement Agreement and Bill of Sale - Welleby ES, P.002114

REQUESTED ACTION:

Approve Utility Easement Agreement and Bill of Sale between The School Board of Broward County, Florida and the City of Sunrise for Welleby Elementary School. District 5

RATIONALE:

For the Requested Action(s), Background/History, Alignment to 2027 Goals and Guardrails, Measurable Outcome(s)/Return on investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Utility Easement
- Bill of Sale

FINANCIAL IMPACT:

This item does not have an additional cost to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark D. Dorsett	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Operations Officer - Task Assigned

Signature

Mark Dorsett, Chief Operations Officer - Task Assigned Jul 14,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark D. Dorsett
Title: Chief Operations Officer – Task Assigned
Phone: 754-321-2659

EXECUTIVE SUMMARY

Utility Easement Agreement and Bill of Sale – Welleby ES, P.002114

Board Meeting Date: July 28, 2026

Requested Action:

Approve Utility Easement Agreement and Bill of Sale between The School Board of Broward County, Florida and the City of Sunrise for Welleby Elementary School.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member:	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• The addition of a new fire line with valves, fire hydrants and transfer ownership of all equipment, material and/or property to be maintained exclusively by City of Sunrise.
If the School Board votes "No"	• All equipment, material and/or property installed in connection with the City of Sunrise's fire hydrants will not be maintained by the City and will be the responsibility of the District. It will also prevent the City's permit closeout process and will adversely affect the school's access to the City's water services.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Approving this item would allow for proper closeout of the scope of work.

Background/History

The School Board of Broward County hired a contractor to complete the new fire line with valves and fire hydrant additions scope of work at Welleby Elementary School. City of Sunrise requires a utility easement as well as a bill of sale to close out the permit.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

purchasing requirements.

Agreement Term:	Not Applicable
Multi-Year Agreement:	Not Applicable
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: ITB – Design/Bid/Build

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:
1. There is no financial impact on this item.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
N/A	**N/A**	N/A

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	**N/A**	**N/A**	**N/A**	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
N/A	**N/A**	**N/A**	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Not Applicable
School Selection /Prioritization	Not Applicable
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit 2: Utility Easement
Exhibit 3: Bill of Sale

Community Development Department – Engineering Division
10770 West Oakland Park Boulevard, Sunrise, FL 33351
P: 954.746.3270 F: 954.746.3287

PREPARED BY:
Thomas P. Moss, City Attorney
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, Florida 33351

RETURN TO:
City Engineer
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, Florida 33351

UTILITY EASEMENT

THIS UTILITY EASEMENT is made and executed this 28th day of July 2026 ,by The School Board of Broward County, Florida whose mailing address is 600 SE 3rd Avenue, Fort Lauderdale, FL (hereinafter referred to as the "Grantor") to the City of Sunrise, a Florida municipal corporation, whose mailing address is 10770 West Oakland Park Boulevard, Sunrise, Florida 33351 (hereinafter referred to as the "Grantee"):

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures), public bodies, and quasi-public bodies.)

WITNESSETH:

WHEREAS, Grantor is lawfully seized in fee simple and is in possession of that certain property situated in Broward County, Florida, as more particularly described on Exhibit "A," which is attached to and by this reference made a part of this document (hereinafter referred to as the "Easement Land");and

WHEREAS, Grantor and Grantee have entered into a certain Bill of Sale of even date herewith (the "Bill of Sale"), pursuant to which Grantor has conveyed to Grantee certain potable water and/or sanitary sewer lines, lift stations, and related utility facilities located on or within property owned by Grantor; and

WHEREAS, this Utility Easement is granted as part of the same transaction as the Bill of Sale and is intended to provide Grantee with the perpetual rights necessary to access, operate, maintain, repair, replace, and reconstruct the utility facilities conveyed pursuant to the Bill of Sale, together with any appurtenances thereto; and

WHEREAS, the utility facilities located within the Easement Land are being conveyed to Grantee pursuant to the Bill of Sale, and this Utility Easement is intended to burden the Easement Land for the benefit of such conveyed facilities; and

WHEREAS, the Bill of Sale and this Utility Easement are intended to be read together as integrated components of a single transaction, and neither would have been executed without the other; and

WHEREAS, the Facilities and Systems subject to this Utility Easement are limited to those potable water and/or sanitary sewer lines, lift stations, and related utility facilities conveyed to Grantee pursuant to the Bill of Sale, together with any replacements or appurtenant facilities directly related thereto, and nothing herein shall be deemed to convey ownership of any other utilities or facilities not expressly conveyed by the Bill of Sale.

NOW, THEREFORE, in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantor does hereby grant unto the Grantee, an exclusive perpetual utility easement in, on, over, under, through, and across the Easement Land, with the full and free right of ingress and egress for the purposes of the construction, installation, reconstruction, rebuilding, replacement, repairing, operation, distribution and maintenance of lift stations, force mains, water lines, gravity sewers, storm drainage systems, reclaimed water systems, natural gas lines, LP gas lines and tanks, messages or telecommunications and all appurtenances relative to these facilities or systems (hereinafter referred to as "Facilities and Systems"). Grantee shall preclude the use by other utilities of this perpetual exclusive utility easement, such as for cable TV, telephone, communication, electric or gas; unless otherwise authorized in writing by the Grantor by way of amendment of this exclusive perpetual utility easement.

2. Grantee shall have the right and privilege from time to time to alter, improve, enlarge, add to, change the nature or physical characteristics or replace, remove or relocate such Facilities and Systems in, upon, over, under, through and across the Easement Land along with all rights and privileges necessary or convenient for the full benefit and use thereof for the purposes described in this instrument, including, but not limited to, the right to clear obstructions within the Easement Land that might interfere with the purposes for which such Facilities and Systems are or might be constructed, along with the right of ingress and egress for personnel and equipment of Grantee, its contractors, agents, successors, or assigns, over the adjoining lands of the Grantor, its successors and assigns, including successors in title, for the purpose of maintaining the above Facilities and Systems which are located in the Easement Area.

3. Grantor warrants that Grantor has good and indefeasible fee simple title to and possession of the Easement Land and that it has good and lawful right to grant this Easement, and that the Grantee, its successors and assigns, shall have all of the rights to the Easement Land as stated herein.

4. Grantor hereby agrees that Grantee’s sole obligation after the completion of any construction, installation, reconstruction, rebuilding, replacement, or repairing the Facilities and Systems served by the Easement Land shall be limited to adequately filling and compacting any excavation to a finished grade. Grantor agrees to be solely responsible for removing and restoring, and shall hold the Grantee harmless from, any damages to the

improvements now or hereafter existing on the Easement Land including, without limitation, pavers, stamped concrete, landscaping, fencing and concrete pillars, or any other requirements imposed by the City's Code of Ordinances.

5. No change, alteration, modification or amendment may be made to this Easement without the express written consent of Grantor and Grantee.

6. Grantor warrants that to the best of Grantor's knowledge and belief, the Easement Land is free and clear of soil and ground water contamination. For and in consideration of ten dollars ($10) receipt of which is hereby acknowledged, Grantor shall indemnify and hold Grantee harmless for all claims and damages resulting from any such contamination.

7. The provisions of Chapter 15 of the City Code of Grantee, as amended from time to time, are incorporated in this Easement.

(The remainder of this page has been intentionally left blank.)

Community Development Department – Engineering Division
10770 West Oakland Park Boulevard, Sunrise, FL 33351
P: 954.746.3270 F: 954.746.3287

ACKNOWLEDGEMENT of GRANTOR

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF_____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this_____ day of_____, 20_____,
by_____(name of person)
as_____(type of authority, e.g. officer, trustee, attorney in fact)
for_____ (name of party on behalf of whom instrument was executed).

_____
Signature of Notary Public – State of Florida

_____
Print, type or stamp commissioned name
of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced_____

IN WITNESS WHEREOF, The Grantor has caused this Utility Easement to be executed in Grantor's name, and official seal by the proper officer(s) or representative(s) duly authorized, as of the day and year first above written.

LEGAL DESCRIPTION:

BEING A FIFTEEN FOOT WIDE (15.00') UTILITY EASEMENT LYING WITHIN TRACT, "A" SCHOOL SITE 2880, AS RECORDED IN PLAT BOOK 150, AT PAGE 14, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND SITUATE IN SECTION 19 AND 20, TOWNSHIP 49 SOUTH, RANGE 41 EAST BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT "A"; THENCE SOUTH 19°39'39" EAST, ALONG THE WESTERLY LINE OF SAID TRACT "A", A DISTANCE OF 315.33 FEET TO THE POINT OF BEGINNING; THENCE NORTH 61°29'54" EAST, A DISTANCE OF 81.48 FEET; THENCE NORTH 59°28'16" EAST, A DISTANCE OF 357.78 FEET; THENCE NORTH 72°33'23" EAST, A DISTANCE OF 84.13 FEET; THENCE NORTH 16°42'00" WEST, A DISTANCE OF 12.64 FEET; THENCE NORTH 72°34'21" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 16°42'00" EAST, A DISTANCE OF 12.64 FEET; THENCE NORTH 72°33'23" EAST, A DISTANCE OF 68.08 FEET; THENCE SOUTH 23°42'53" EAST, A DISTANCE OF 14.13 FEET; THENCE SOUTH 31°17'33" EAST, A DISTANCE OF 33.62 FEET; THENCE SOUTH 35°21'20" EAST, A DISTANCE OF 32.89 FEET; THENCE SOUTH 40°13'11" EAST, A DISTANCE OF 215.03 FEET; THENCE SOUTH 30°23'52" EAST, A DISTANCE OF 175.60 FEET; THENCE SOUTH 10°46'06" WEST, A DISTANCE OF 44.01 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT "A" AND TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 1200.00 FEET AND A CENTRAL ANGLE OF 0°43'25", AND A RADIAL BEARING OF SOUTH 02°54'37" WEST; THENCE WESTERLY ALONG SAID CURVE A DISTANCE OF 15.16 FEET; THENCE NORTH 10°46'06" EAST, A DISTANCE OF 40.55 FEET; THENCE NORTH 30°23'52" WEST, A DISTANCE OF 168.68 FEET; THENCE NORTH 40°13'11" WEST, A DISTANCE OF 214.37 FEET; THENCE NORTH 35°21'20" WEST, A DISTANCE OF 34.06 FEET; THENCE NORTH 31°17'33" WEST, A DISTANCE OF 35.15 FEET, THENCE NORTH 23°42'53" WEST, A DISTANCE OF 1.68 FEET; THENCE SOUTH 72°33'23" WEST, A DISTANCE OF 152.05 FEET; THENCE SOUTH 59°28'16" WEST, A DISTANCE OF 208.66 FEET; THENCE SOUTH 31°04'21" EAST, A DISTANCE OF 13.77 FEET; THENCE SOUTH 59°23'11" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 31°04'21" WEST, A DISTANCE OF 13.79 FEET; THENCE SOUTH 59°28'16" WEST, A DISTANCE OF 132.67 FEET; THENCE SOUTH 61°29'54" WEST, A DISTANCE OF 84.08 FEET TO A POINT ON THE WESTERLY LINE OF SAID TRACT "A"; THENCE NORTH 19°39'39" WEST, A DISTANCE OF 15.18 FEET ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 0.389 ACRES OR 16,961.20 SQUARE FEET, MORE OR LESS.

BY: Eric R. Matthews DATE: 5/14/26

ERIC R. MATTHEWS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 6717

(NOT A SURVEY–DESCRIPTION AND SKETCH ONLY)

ERIC R. MATTHEWS License Number 6717 STATE OF FLORIDA Professional Surveyor and Mapper

PROJECT: WELLEBY ELEMENTARY SCHOOL	TASK: LEGAL DESCRIPTION

PREPARED BY:
PHONE NO. 561.687.2220
CERT NO. 33574
LB NO. 7055
WGI®
2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411

CAD: 11768.00-SV-S&L.DWG	
DRAWN/DESIGNED	AS
CHECKED/QC	ERM
JOB NO.	11768.00
DATE	01/19/2026

SHEET: 1 of 5

Josh Quigley P:\11768.00 Welleby Elementary School\SURVEY\Drawings\Survey\11768.00-SV-S&L.dwg ---- Plotted: 2/10/2026 2:56:43 PM Saved: 2/9/2026 2:30:32 PM

SURVEYOR'S NOTES:

1. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

2. THE BEARINGS SHOWN HEREON ARE ASSUMED BEARINGS, THE BASIS OF BEARING IS THE WESTERLY LINE OF TRACT "A", OF SCHOOL SITE 2880, AS RECORDED IN PLAT BOOK 150, AT PAGE 14, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, HAVING A BEARING OF S19°39'39"E.

3. THIS SURVEY MAP AND/OR REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

4. THIS EXHIBIT WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.

LEGEND:

B.C.R.	=	BROWARD COUNTY RECORDS
Δ	=	DELTA
L	=	LENGTH
PB	=	PLAT BOOK
PG.	=	PAGE
POB	=	POINT OF BEGINNING
POC	=	POINT OF COMMENCEMENT
R	=	RADIUS

ERIC R. MATTHEWS License Number 6717 STATE OF FLORIDA Professional Surveyor and Mapper

2/14/26

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

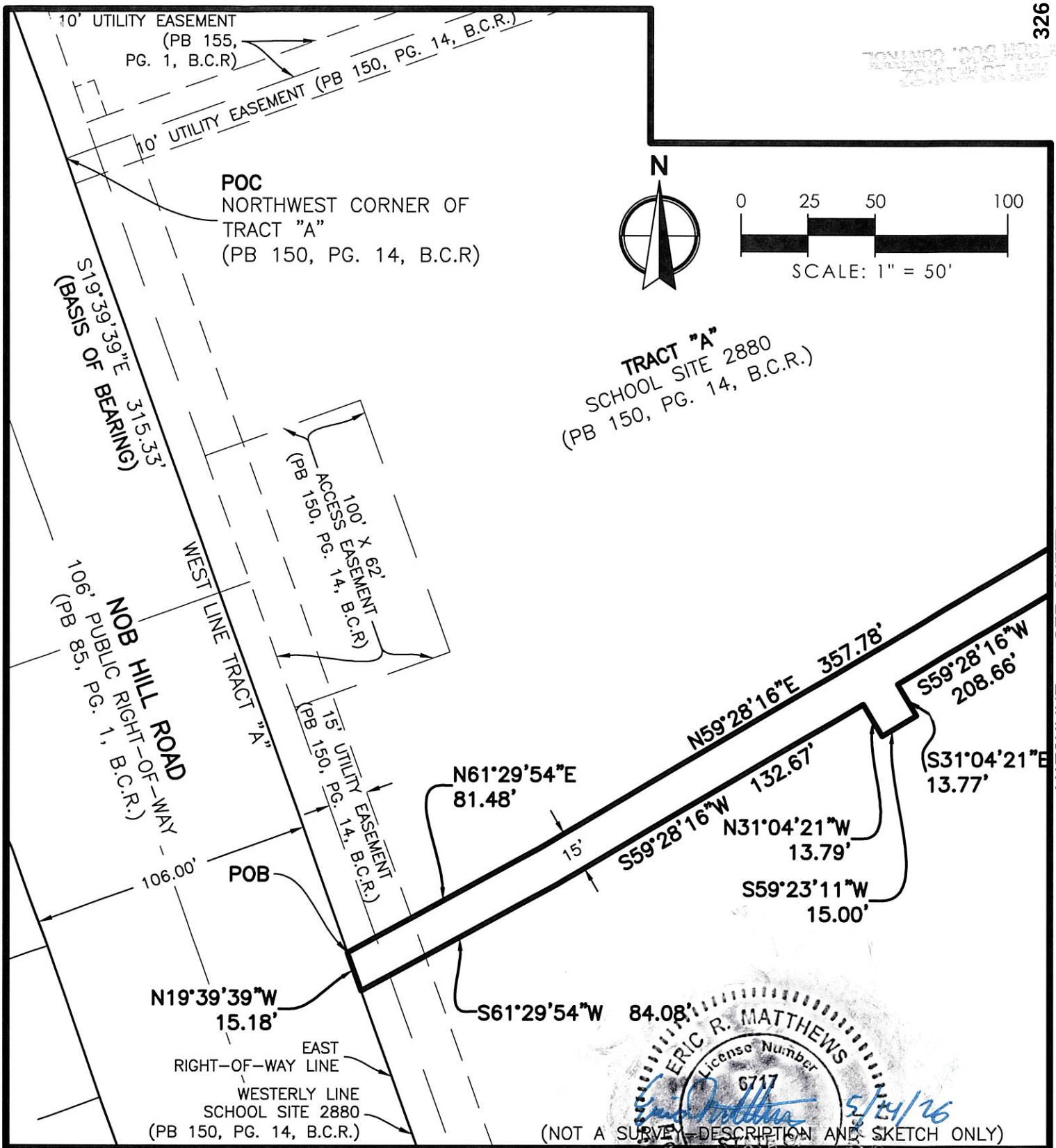
PROJECT: WELLEBY ELEMENTARY SCHOOL	TASK: LEGAL DESCRIPTION

PREPARED BY:
WGI
PHONE NO. 561.687.2220
CERT NO. 33574
LB NO. 7055
2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411

CAD	1176800-SV-S&L.DWG
DRAWN/DESIGNED	AS
CHECKED/QC	ERM
JOB NO.	11768.00
DATE	01/19/2026

SHEET: 2 of 5

Josh Quigley P:\11700\11768.00 Welleby Elementary School\SURVEY\Drawings\Survey\11768.00-SV-S&L.dwg ---- Plotted: 2/10/2026 2:56:44 PM Saved: 2/9/2026 2:30:32 PM



ERIC R. MATTHEWS License Number 6717 STATE OF FLORIDA Professional Surveyor and Mapper

5/14/26

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

PROJECT:
WELLEBY ELEMENTARY SCHOOL

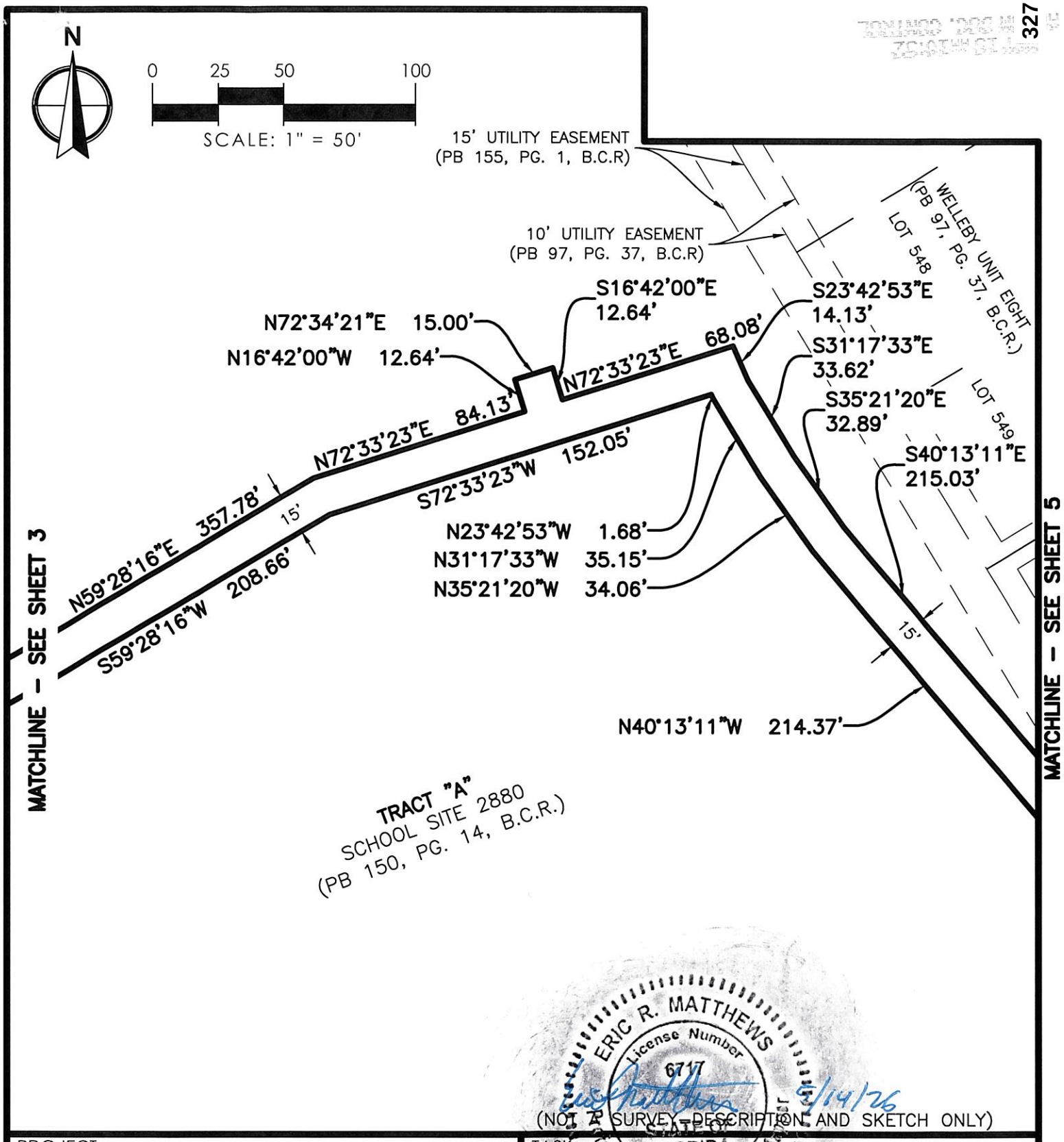
TASK:
SKETCH

PREPARED BY:
WGI
2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411
PHONE NO. 561.687.2220
CERT NO. 33574
LB NO. 7055

CAD	1176800-SV-S&L.DWG
DRAWN/DESIGNED	AS
CHECKED/QC	ERM
JOB NO.	11768.00
DATE	01/19/2026

SHEET: 3 of 5

Josh Quigley P:\11700\11768.00 Welleby Elementary School\SURVEY\Drawings\Survey\11768.00-SV-S&L.dwg ---- Plotted: 2/10/2026 2:56:44 PM Saved: 2/9/2026 2:30:32 PM



ERIC R. MATTHEWS
License Number 6717
STATE OF FLORIDA
Professional Surveyor and Mapper
5/14/26

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

PROJECT:
WELLEBY ELEMENTARY SCHOOL

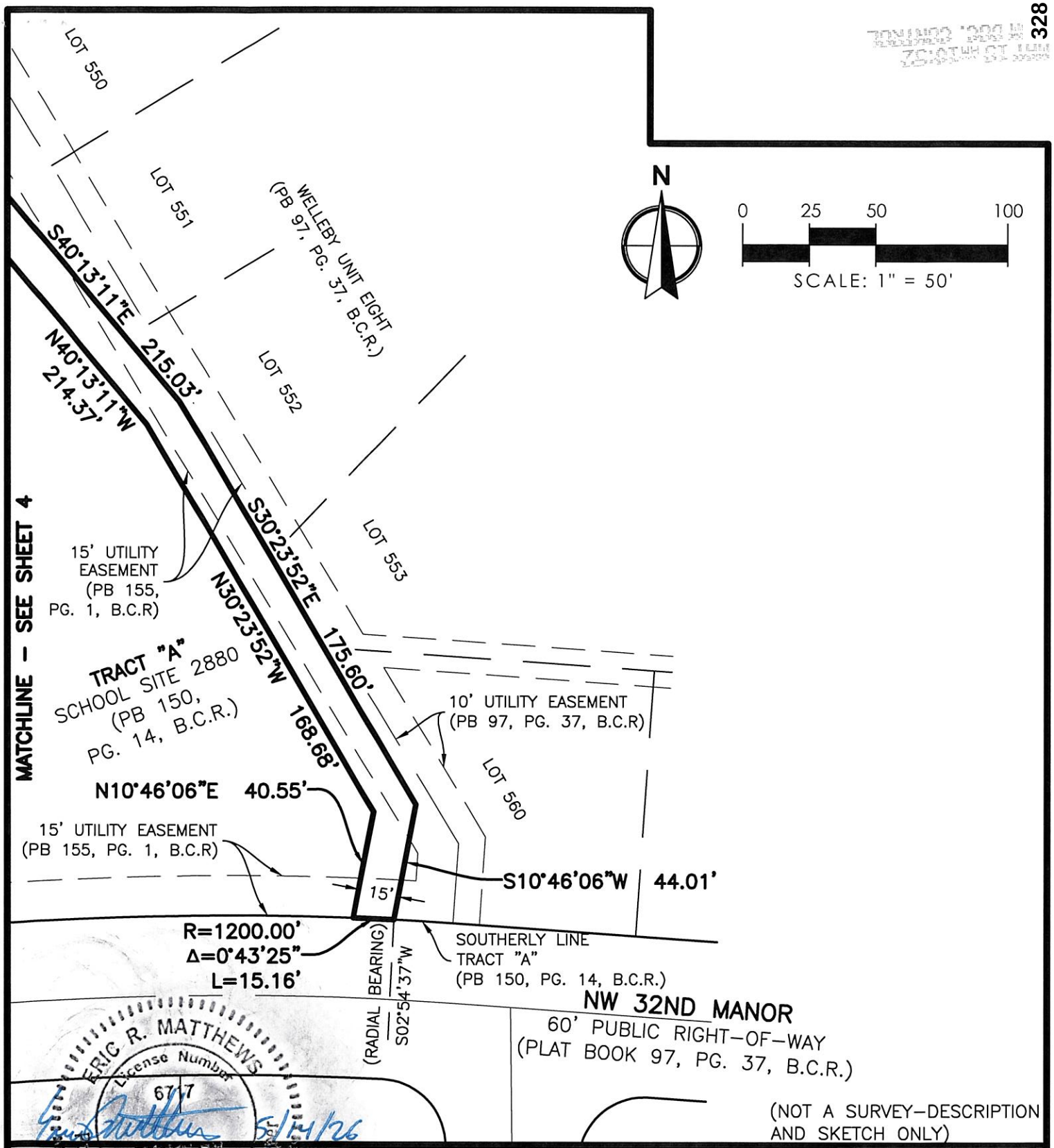
TASK:
SKETCH

PREPARED BY:
WGI
PHONE NO. 561.687.2220
CERT NO. 33574
LB NO. 7055
2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411

CAD	11768.00-SV-S&L.DWG
DRAWN/DESIGNED	AS
CHECKED/QC	ERM
JOB NO.	11768.00
DATE	01/19/2026

SHEET: 4 of 5

Josh Quigley P:\11768.00 Welleby Elementary School\SURVEY\Drawings\Survey\11768.00-SV-S&L.dwg ---- Plotted: 2/10/2026 2:56:45 PM Saved: 2/9/2026 2:30:32 PM



(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

ERIC R. MATTHEWS
License Number 6777
STATE OF FLORIDA
Professional Surveyor and Mapper
5/14/26

PROJECT: WELLEBY ELEMENTARY SCHOOL	TASK: SKETCH

PREPARED BY:
PHONE NO. 561.687.2220
CERT NO. 33574
LB NO. 7055
WGI
2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411

CAD	1176800-SV-S&L.DWG
DRAWN/DESIGNED	AS
CHECKED/QC	ERM
JOB NO.	11768.00
DATE	01/19/2026

SHEET: 5 of 5

Josh Quigley P:\11700\11768.00 Welleby Elementary School\SURVEY\Drawings\Survey\11768U0-SV-S&L.dwg ---- Plotted: 2/10/2026 2:56:46 PM Saved: 2/9/2026 2:30:32 PM

Community Development Department – Engineering Division
10770 West Oakland Park Boulevard, Sunrise, FL 33351
P: 954.746.3270 F: 954.746.3287

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that The School Board of Broward County, Florida,

(hereinafter referred to as the "Grantor), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations to it paid by the City of Sunrise, (hereinafter referred to as "City"), the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell transfer, set over and deliver unto City, its successors and assigns, all those certain goods and chattels described as follows:

> Potable water lines and/or sanitary sewage collection lines and/or lift stations and related facilities constructed within the right-of-way and/or property of The School Board of Broward County, Florida, which system is more completely described in Exhibit "A" and/or "B".

WHEREAS, Grantor and Grantee have entered this Bill of Sale of even date herewith (the "Bill of Sale"), pursuant to which Grantor has conveyed to Grantee certain potable water and/or sanitary sewer lines, lift stations, and related utility facilities located on or within property owned by Grantor; and

WHEREAS, contemporaneously with the execution of this Bill of Sale, Grantor is granting to Grantee a Utility Easement over certain portions of Grantor's property in order to permit the continued use, operation, maintenance, and replacement of the utility facilities conveyed hereby; and

WHEREAS, this Bill of Sale is granted as part of the same transaction as the Utility Easement and is intended to provide Grantee with the perpetual rights necessary to access, operate, maintain, repair, replace, and reconstruct the utility facilities conveyed pursuant to the Bill of Sale, together with any appurtenances thereto.

WHEREAS, this Bill of Sale is executed contemporaneously with, and as part of the same transaction as, that certain Utility Easement by and between Grantor and Grantee dated July 28, 2026, and notwithstanding any form revision dates, the parties acknowledge and agree that this Bill of Sale and the Utility Easement are executed of even date and are intended to be read and construed together.

And the GRANTOR, for itself and its successors, hereby covenants to and with the

City, its successors and assigns, that it is the lawful owner of the said goods and chattels, that they are free from all liens and encumbrances, that it has good right to sell the same as aforesaid, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever. Grantor acknowledges and agrees that the provisions of Chapter 15 of the City Code, as amended from time to time, are incorporated into this Bill of Sale.

In addition, the GRANTOR hereby warrants said potable water systems and/or sanitary sewage collection systems and/or lift stations and related facilities to be free from defects due to installation and/or materials for a period of twelve (12) months from the date of execution of this document and GRANTOR further agrees to reimburse City in full for reasonable and necessary repairs (as determined by City), due to said defects during the twelve (12) month period; cost of same shall be set out on an invoice from the person performing the repairs.

(The remainder of this page has been intentionally left blank.)

ACKNOWLEDGEMENT OF GRANTOR

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF_____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____ day of_____, 20_____,
by_____(name of person)
as_____(type of authority, e.g. officer, trustee, attorney in fact)
for_____ (name of party on behalf of whom instrument was executed).

_____
Signature of Notary Public – State of Florida

_____
Print, type or stamp commissioned name
of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced_____

EXHIBIT "A"

WATER SYSTEM BEING DEDICATED TO CITY OF SUNRISE

Water Main & Appurtenances	Material	Diameter	Unit	Unit Price (including labor)	Quantity/ Length	Extended Price
Tapping Sleeve	SS	8" X 6"	Each	$5,451.00	2	$10,901.09
6 INCH PIPE	D.I.P.	6"	L.F.	$93.50	56	$5,236.00
6 INCH VALVES	D.I.P.	6"	Each	$3,796.20	3	$11,388.60
Fire hydrant	D.I.P.	5 1/4"	Each	9,267.72	2	$18,533.45

Fire Hydrant Assembly

Overall Total = $ 46,059.14

To include all main materials, valves, fittings, etc. up to either the corp. stop / meter (for domestic / irrigation service) or backflow device (fire line).

Unit prices shall include all material and labor as installed.

Fire hydrant assemblies shall include tee, valves(s), pipe and hydrant.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	M. Strategy & Operations
DEPARTMENT:	Charter Schools/Management Support

Agenda Item Number:	M-1.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Charter School Deferral - Florida Charter School Organization IV, Inc. - SACS II

REQUESTED ACTION:

Approve the request to defer the opening of Florida Charter School Organization IV, Inc. d/b/a Summit Academy Charter School II until the 2027-2028 school year. District 6

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

Executive Summary
Deferral Letter
Sunbiz - ONLINE
Original Application - ONLINE
Charter Agreement - ONLINE

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Valerie S. Wanza	Phone:	754-321-2650
Name:	Donte F. Collins	Phone:	754-321-2135

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Valerie S. Wanza, Chief Strategy & Operations Officer

Signature

Dr. Valerie S. Wanza, Chief Strategy & Operations Officer Jul

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Valerie S. Wanza
Title: Chief Strategy & Operations Officer
Phone: (754) 321-2650

EXECUTIVE SUMMARY

Charter School Deferral - Florida Charter School Organization IV, Inc. – SACs II

Board Meeting Date: July 28, 2026

Requested Action:
Approve the request to defer the opening of Florida Charter School Organization IV, Inc. d/b/a Summit Academy Charter School II until the 2027-2028 school year.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District 6	
School Board Policy Requirement	• Policy 1163
Statutory Requirement	• Section 1002.33(6)(b)(5), Florida Statutes
If the School Board votes "Yes"	• Pursuant to section 1002.33, Florida Statutes, Florida Charter School Organization IV, Inc. d/b/a Summit Academy Charter School II will defer the opening of its charter school until the 2027 – 2028 school year. Upon approval of an application, the initial startup shall commence with the beginning of the public-school calendar for the district in which the charter is granted. A charter school may defer the opening of the school's operations for up to 3 years to provide time for adequate facility planning. The charter school must provide written notice of such intent to the sponsor and the parents of enrolled students at least 30 calendar days before the first day of school.
If the School Board votes "No"	• Pursuant to Section 1002.33(6)(b)5, Florida Statutes, The School Board of Broward County, Florida will fail to exercise its duties as Sponsor by granting a deferral to the 2026-2027 school year for the aforementioned approved charter applicant.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations

Measurable Outcome(s)/Return on Investment	• Not Applicable

Background/History

On December 16, 2025, The School Board of Broward County, Florida approved the charter school replication application submitted by Florida School Organization IV, Inc. d/b/a Summit Academy Charter School II to open an elementary/middle charter school serving grades kindergarten through eight (K-8) beginning the 2026-2027 school year.

On May 5, 2026, The School Board of Broward County, Florida approved a five (5) year charter school agreement with Florida School Organization IV, Inc. d/b/a Summit Academy Charter School II.

Florida Charter School Organization IV, Inc. has submitted a request to defer the opening of Summit Academy Charter School II, citing good cause citing due to its inability to secure a suitable facility. Accordingly, the Superintendent of Schools recommends that The School Board of Broward County, Florida, in its capacity as Sponsor, approve the deferral of the school's opening to the 2027-2028 school year pursuant to Section 1002.33(6)(b)5, Florida Statutes.

Section 1002.33(6)(b)5, Florida Statutes, states that "upon approval of an application, the initial startup shall commence with the beginning of the public-school calendar for the district in which the charter is granted. A charter school may defer the opening of the school's operations for up to three (3) years to provide time for adequate facility planning. The charter school must provide written notice of such intent to the sponsor and the parents of enrolled students at least 30 calendar days before the first day of school."

Prior to commencing operations, Florida School Organization IV, Inc. d/b/a Summit Academy Charter School II shall update its charter school application to reflect: (1) a revised budget, and (2) any other applicable modifications resulting from the approved deferral.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	Agreement Term: July 1, 2026, through June 30, 2031
Multi-Year Agreement:	Yes
Procurement Method:	**Piggyback Agreement** (Yes/No): Not Applicable **Acquisition Method**: Not Applicable

Table B: Financial Impact, Funding Source, and Budget Authority *This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.*		
Budget Impact Summary Statement: There is no financial impact to the District.		
New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
Not Applicable	Not Applicable	Not Applicable

Budget Authority Request(s) *This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.*				
Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	
Not Applicable	Not Applicable	Not Applicable	Not Applicable	

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive

Impact on Schools	Not Applicable
School Selection /Prioritization	Not Applicable
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected	

Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:

- Deferral Letter
- Sunbiz – ONLINE
- Original Application – ONLINE
- Current Charter Agreement - ONLINE

July 10, 2026

Dear Ms. Donte Collins,

This letter serves as formal notification that, during an emergency meeting of the Florida Charter School Organization IV, Inc. Governing Board held on July 8, 2026, at 9:00 a.m., the Board voted to defer the opening of the school.

After careful consideration, the Board determined that it is in the best interest of the school and its stakeholders to postpone the planned opening due to pending litigation. This decision was made to allow the legal matters to be resolved before commencing school operations and to ensure a successful and stable launch.

Following the Board's action, the school has begun notifying all applicable stakeholders, including prospective families, employees, vendors, and other interested parties, of this decision. We are actively working on updating the school's website to reflect this information as well.

The school remains fully committed to the project and will continue working diligently to prepare for opening. We are committed to providing the Sponsor with periodic updates regarding the status of the litigation, facility readiness, and all other significant developments related to the school's progress.

At this time, the school anticipates opening in August 2027 for the 2027–2028 school year, subject to the resolution of the pending litigation and satisfaction of all applicable requirements.

We appreciate the Sponsor's continued support and understanding. Should you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

Jose Cervantes

Jose Cervantes
FCSO IV Inc. Governing Board

Electronic Articles of Incorporation For

FLORIDA CHARTER SCHOOL ORGANIZATION VII, INC.

N25000010554
FILED
August 18, 2025
Sec. Of State
kcostello

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

FLORIDA CHARTER SCHOOL ORGANIZATION VII, INC.

Article II

The principal place of business address:

11421 NW 56 DRIVE
CORAL SPRINGS, FL. US 33076

The mailing address of the corporation is:

11421 NW 56 DRIVE
CORAL SPRINGS, FL. US 33076

Article III

The specific purpose for which this corporation is organized is:

ORGANIZED EXCLUSIVELY FOR EDUCATIONAL PURPOSES INCLUDING FOR SUCH PURPOSES, THE MAKING OF DISTRIBUTIONS TO ORGANIZATIONS THAT QUALIFY AS EXEMPT AS 501C3 ORGANIZATIONS UNDER THE IRS CODE OR CORRESPONDING SECTION OF FUTURE TAX CODES.

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

SHAWN A ARNOLD
3840 CROWN POINT ROAD
SUITE B
JACKSONVILLE, FL. 32257

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: SHAWN A, ARNOLD

N25000010554
FILED
August 18, 2025
Sec. Of State
kcostello

Article VI

The name and address of the incorporator is:

DERICA FLAGG
11421 NW 56 DRIVE

CORAL SPRINGS, FL 33076

Electronic Signature of Incorporator: DERICA FLAGG

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: T
KIMBERLY A JOHNSON
11421 NW 56 DRIVE
CORAL SPRINGS, FL. 33076 US

Title: S
JULISSA BERMUDEZ
11421 NW 56 DRIVE
CORAL SPRINGS, FL. 33076 US

Title: P
DERICA FLAGG
11421 NW 56 DRIVE
CORAL SPRINGS, FL. 33076 US

Title: D
ELISA RIZO
11421 NW 56 DRIVE
CORAL SPRINGS, FL. 33076 US

Title: VP
MARI CANETTI
11421 NW 56 DRIVE
CORAL SPRINGS, FL. 33076 US

Article VIII

The effective date for this corporation shall be:

09/09/2025

Model Florida Charter School Application - STANDARD

Summit Academy Charter School II
Submitted to: *Broward County Public Schools - Charter School Support*
Submitted by: *Gus Prats*
Submitted at: *10/29/2025 02:41 PM*

Application Elements

Elements Reviewed: **29 / 29**

I) APPLICATION COVER SHEET

Form Result

General Information

NAME OF PROPOSED CHARTER SCHOOL	Summit Academy Charter School II
NAME OF NON-PROFIT ORGANIZATION / MUNICIPALITY UNDER WHICH CHARTER WILL BE ORGANIZED OR OPERATED	Florida Charter School Organization VII, Inc.
If a non-profit organization, has it been incorporated with Florida's Secretary of State?	Yes

Provide the name of the person who will serve as **the primary contact** for this Application. **The primary contact** should serve as the contact for follow-up, interviews, and notices regarding this Application.

NAME OF CONTACT PERSON	Gus Prats
TITLE / RELATIONSHIP TO NON-PROFIT	Management
MAILING ADDRESS	11421 NW 56 Drive, Coral Springs, Florida, 33076
PRIMARY TELEPHONE	+1(954) 603-3303
ALTERNATE TELEPHONE	-
E-MAIL ADDRESS	gprats@summitacademy.org

Names, roles, and current employment of all persons on applicant group, i.e. anyone with a role in drafting the substantive content of this application or expected to have a significant role with the school, including any consultants or employees of an Education Service Provider.

	First Name	Last Name	Current Job Title	Current Employer	Role with Proposed School
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Projected Date of School Opening 07/01/2025 (UTC)

Do any of the following describe your organization, or the school proposed in this application?

Seeks approval to convert an already existing public school to charter status. (Applicant must attach as Attachment A evidence of compliance with the voting requirements set forth in section 1002.33(3)(b), F.S.) No

If YES, please attach as Attachment A: evidence of compliance with the voting requirements set forth in section 1002.33(3)(b), F.S.)

Will be a charter school-in-the-workplace pursuant to section 1002.33(15), F.S.	No
Will be a charter school-in-a-municipality pursuant to section 1002.33(15), F.S.	No
Will be a charter school in a development pursuant to section 1002.33(10)(e)7., F.S.	No
Will contract or partner with an Education Service Provider (ESP).	Yes
If yes, include the provider's portfolio in answering the questions below regarding pending applications and school openings.	Charter School Partners, LLC
Seeks approval to replicate an existing school model.	Yes
Seeks approval to replicate an existing High Performing Charter school model pursuant to section 1002.331, F.S..	No
Does the applicant group have one or more charter school applications under consideration by any other authorizer(s) in the United States or intend to apply for one or more charter school applications to open in the upcoming school year other than the one presented here?	Yes

If Yes, complete the following table

	State	Authorizer Name	Proposed School Name	Application Due Date	Decision Date
1.					
2.					
3.					
4.					
5.					

Does this applicant group have approved applications for schools or campuses scheduled to open in the United States in the future?

Yes

If yes, complete the table below.

	Planned School Name	Authorizer	City	State	Opening Date
1.					
2.					
3.					
4.					
5.					

Does this applicant group operate schools or campuses in Florida or elsewhere in the United States?

Yes

Attachment DD: Applicant history worksheet (Form IEPC-M1A)

Applicant-History-Worksheet_ Summit.xlsx

23.15 KB • Added 2 months ago

Acknowledgement

I certify that I have the authority to submit this application and that all information contained herein is complete and accurate, realizing that any misrepresentation could result in disqualification from the application process or revocation after award. I understand that incomplete applications will not be considered. The person named as the contact person for the application is so authorized to serve as the primary contact for this application on behalf of the applicant.

Switch

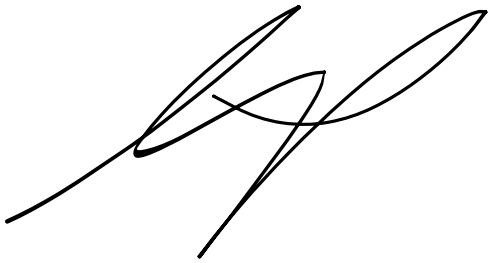
I Agree

Gus Prats

Management

09/08/2025 (UTC)

Signature



Element Review

Rating/Description
Completed Added by Rhonda L. Stephanik at 10/07/2025
Completed Added by Lagaylia Gray at 10/06/2025
Completed Added by Melissa Jean Miller` at 10/13/2025
Completed Added by Melissa Pariaug at 10/10/2025
Completed Added by David Shelley at 10/10/2025
Completed Added by Patricia Transue at 10/09/2025
Completed Added by Tanya Hutkowski at 10/10/2025
Completed Added by Joe Luechauer at 10/07/2025
Completed Added by Nicole Marsala at 10/09/2025
Completed - Final Rating Added by Rhonda L. Stephanik at 10/14/2025

II) EXECUTIVE SUMMARY

Form Result

The Executive Summary should provide a concise overview of the proposed plan for the school; its mission and vision; the educational need for the school and the anticipated student population; the education plan and school design; the school

culture; community engagement or partnerships to date; and the applicant team's capacity to successfully open and operate a high-quality school given the above considerations.

The Executive Summary should not exceed 2 pages and will not be counted against the page limits.

This section will not be rated and will not be a basis for an approval or denial decision. The Executive Summary should provide a concise overview of the proposed plan.

Our envisioned charter school, Summit Academy, in Broward County, Florida, represents an innovative educational paradigm that integrates Humane Sciences into the fabric of learning. As a replication of Summit Academy, a high-performing charter school in Broward County with a consecutive 'A' grade according to the Florida Department of Education, we bring proven strategies, systems, and a legacy of academic excellence to Broward County. Our mission is rooted in nurturing compassionate, globally conscious citizens who champion empathy, critical thinking, and ethical responsibility. Our overarching vision is to create a vibrant learning community that seamlessly blends Humane Sciences with traditional subjects, fostering a profound understanding of the interconnectedness of all life forms. Through innovative pedagogical approaches and a profound commitment to social responsibility, we are dedicated to delivering an exceptional educational experience that empowers students to excel academically and as conscientious global citizens.

Our school envisions an inclusive and intellectually stimulating environment where students develop a deep understanding of Humane Sciences while embracing diversity, empathy, and innovation. By cultivating a strong sense of community and mutual respect, our vision is to inspire students to become catalysts of positive change both locally and globally.

As a replication of Summit Academy, Summit Academy builds upon a proven model of success, characterized by individualized attention, differentiated instruction, and a supportive community. This approach aligns seamlessly with the anticipated student population we aim to serve. Summit Academy will be a haven for diverse learners, providing an education that resonates with our mission's core values. By offering tailored instruction and fostering a nurturing environment, we aim to empower students to excel both academically and ethically, just as Summit Academy has successfully done in Broward County.

The heart of our educational program lies in the integration of Humane Sciences within the core academic areas. This approach ensures alignment with Florida standards while nurturing students' holistic development. Our learning environment will be a dynamic blend of classroom-based instruction, collaborative projects, and experiential learning opportunities. With a focus on small class sizes, we are poised to provide personalized instruction that caters to varied learning needs, continuing the high standards set by Summit Academy.

Responding to the need for a holistic approach to education, we anticipate serving a diverse student population reflective of

Broward County's cultural richness. In a world grappling with complex challenges, our students will emerge as empowered advocates for positive change. We anticipate an inclusive student population that mirrors the county's cultural diversity, embracing children from varied backgrounds and perspectives. Our curriculum is designed as a dynamic tapestry where Humane Sciences, traditional subjects, and experiential learning intertwine. We champion inquiry-based learning, encouraging students to think critically and creatively. Blending classroom-based instruction with technology integration, we prepare our students for the digital age while fostering meaningful connections to real-world scenarios.

Our school culture is built upon the pillars of empathy, respect, and collaboration. We believe that embracing diversity enriches learning experiences and cultivates a well-rounded perspective. Cultural awareness is woven into every facet of our environment, creating a space where students grow academically and socially through shared experiences.

We have embarked on a journey of community engagement, forging partnerships with local organizations, cultural institutions, and eco-conscious initiatives. These collaborations enhance our curriculum by providing students with practical insights beyond textbooks, fostering a deeper connection between the classroom and the community they will ultimately serve. Engaging with community partners and cultural institutions, our curriculum extends beyond the classroom, enabling students to explore practical applications of their learning.

Our team brings a robust blend of educational expertise, community advocacy, and visionary leadership. As with Summit Academy, Summit Academy is united by a shared commitment to delivering an education that is both academically rigorous and aligned with our mission and vision. Our team's collective capacity positions us well to successfully open and operate a high-quality school that embraces the values of empathy and ethical responsibility.

Community engagement and parental involvement are integral to our school's ethos. Our dedicated governing board will uphold ethical standards and ensure sound governance. We are committed to open communication, fostering strong partnerships between parents, students, and the school. An appointed representative will facilitate parental involvement and address concerns.

In terms of operations, securing a suitable facility is of utmost importance. We will prioritize safety by implementing Alyssa's Law protocols, active assailant response plans, and threat assessment teams. Our approach emphasizes both physical

safety and cultivating a culture of open reporting and clear disciplinary procedures.

Financial accountability and sustainability underscore our operational philosophy. Our financial management will adhere to the highest standards of transparency, internal controls, and compliance with legal requirements. Through prudent budgeting, we will efficiently allocate resources, always prioritizing the best interests of our students and their education.

In summary, Summit Academy is a replication of the successful Summit Academy, building upon a transformative approach to K-8 education by seamlessly integrating Humane Sciences into the learning journey. By weaving Humane Sciences into the curriculum, fostering an inclusive learning environment, and nurturing strong community partnerships, we aspire to cultivate lifelong learners, compassionate leaders, and active contributors to a better world. With a mission to cultivate compassionate, globally conscious citizens, we are driven by an unwavering commitment to preparing students for the complexities of the world they will inherit. Through innovative curriculum design, community engagement, and a passionate team, we are poised to establish a transformative institution that equips students with the skills, values, and mindset needed to thrive in a rapidly changing global landscape.

Evaluation Rubrics

This application element is not evaluated

III) EDUCATIONAL PLAN

The education plan should define what students will achieve, how they will achieve it, and how the school will evaluate performance. It should provide a clear picture of what a student who attends the school will experience in terms of educational climate, structure, assessment and outcomes.

1. Mission, Guiding Principles and Purpose

Reviewer Instructions

The Mission, Guiding Principles and Purpose section should indicate what the school intends to do, for whom and to what degree.

Statutory References:

s. 1002.33(2)

Evaluation Criteria:

A response that meets the standard will present:

- A clear and compelling mission and vision statement that defines the guiding principles and values of the school.

- Adequate references to evidence that the application fulfills the statutory guiding principles and purposes for charter schools. (Note: the substance of each addressed principle and purpose will be evaluated within appropriate application sections.)

Form Result

A. Provide the mission and vision statements for the proposed charter school. The mission is a statement of the fundamental purpose of the school, describing why it exists. The vision statement outlines how the school will operate and what it will achieve in the long term. The mission and vision statement provide the foundation for the entire proposal, and taken together, should illustrate what success looks like.

- *If the applicant is proposing a classical charter school, include how the school will emphasize the development of students in the principles in moral character and civic virtue through a well-rounded education in the liberal arts and sciences, which is based on the classical trivium stages of grammar, logic, and rhetoric.*

Mission Statement:

Inspiring Compassion, Nurturing Curiosity: Our proposed charter school in Broward County, Florida, is dedicated to cultivating a dynamic educational environment where students in grades K-8 embark on a transformative journey of humane sciences exploration. Our mission is to instill a profound sense of empathy, ethical awareness, and global responsibility in each student. Through an innovative curriculum that seamlessly integrates humane sciences with traditional subjects, we aim to empower future leaders who embrace diversity, practice compassion, and drive positive change, both locally and globally.

Vision Statement:

In our envisioned future, our charter school stands as a beacon of educational excellence, igniting young minds with a passion for knowledge and compassion. We envision a vibrant and inclusive community where students, educators, and families collaborate in fostering a deep understanding of the interdependence of all living beings and the planet. By cultivating critical thinking, cultural sensitivity, and a commitment to environmental sustainability, our graduates will thrive as ethical decision-makers, social innovators, and advocates for a better world. Our vision is to nurture graduates who radiate empathy, champion human welfare and ecological harmony, and leave an indelible mark on Broward County, Florida, and the global community.

Broward Public Schools Strategic Vision:

Summit Academy Charter School II is committed to advancing the Broward County Strategic Plan as outlined in the Florida Department of Education Authorizer's Report published in January 2025. We embrace the district's vision to become premier centers of knowledge, organized around students and the quality of the work provided to them, with a promise to move from good to great by creating challenging, engaging, and meaningful learning experiences for every child, every day. Summit Academy Charter School II will uphold this vision by maintaining high academic and ethical standards, operating with the autonomy afforded to charter schools while ensuring accountability for student outcomes and fiscal responsibility, and protecting student and public interests through a safe, caring, and inclusive environment. In partnership with Broward Public Schools, parents, and the community, we will work collaboratively to ensure all students graduate prepared with the knowledge, skills, and desire to succeed. Summit Academy Charter School II will complement the district's initiatives while serving as a model of innovation, community engagement, and

student-centered excellence that strengthens the entire public school system.

B. Describe how the proposed school will utilize the guiding principles found in section 1002.33(2)(a), F.S.

In accordance with the law, charter schools shall be guided by the following principles:

- *Meet high standards of student achievement while providing parents flexibility to choose among diverse educational opportunities within the state's public school system.*
- *Promote enhanced academic success and financial efficiency by aligning responsibility and accountability.*
- *Provide parents with sufficient information on whether their child is reading at grade level and whether the child gains at least a year's worth of learning for every year spent in the charter school.*

    - *Meet high standards of student achievement while providing parents flexibility to choose among diverse educational opportunities within the state's public school system.* PAGE(S) 7, 21-23
    - *Promote enhanced academic success and financial efficiency by aligning responsibility and accountability.* PAGE(S) 28-29, 50-51, 54-57
    - *Provide parents with sufficient information on whether their child is reading at grade level and whether the child gains at least a year's worth of learning for every year spent in the charter school.* PAGE(S) 19-21

C. Describe how the proposed school will meet the prescribed purposes for charter schools found in section 1002.33(2)(b), F.S.

In accordance with the law, charter schools shall fulfill the following purposes:

- *Improve student learning and academic achievement.*
- *Increase learning opportunities for all students, with a special emphasis on low-performing students and reading.*
- *Encourage the use of innovative learning methods.*
- *Require the measurement of learning outcomes.*

In accordance with the law, charter schools shall fulfill the following purposes:

- *Improve student learning and academic achievement.* PAGE(S) 7, 12, 14-16
- *Increase learning opportunities for all students, with a special emphasis on low-performing students and reading.* PAGE(S) 7, 10-14
- *Encourage the use of innovative learning methods.* PAGE(S) 7-10
- *Require the measurement of learning outcomes.* PAGE(S) 14, 16-19

D. Describe how the proposed charter school will fulfill the optional purposes of charter schools found in section 1002.33(2)(c), F.S. If one or more of the optional purposes does not apply to the proposed school, please note "N/A". **This section is optional.**
In accordance with the law, charter schools may fulfill the following purposes:

- *Create innovative measurement tools.*
- *Provide rigorous competition within the public school district to stimulate continual improvement in all public schools.*
- *Expand the capacity of the public school system.*
- *Mitigate the educational impact created by the development of new residential dwelling units.*
- *Create new professional opportunities for teachers, including ownership of the learning program at the school site.*

N/A

Evaluation Criteria: Mission, Guiding Principles, and Purpose

Reviewers will look for:

- A clear and compelling mission and vision statement that defines the guiding principles and values of the school.
- Adequate references to evidence that the application fulfills the statutory guiding principles and purposes for charter schools. (Note: the substance of each addressed principle and purpose will be evaluated within appropriate application sections.)

Element Review

Rating/Description
Meets the Standard Added by Rhonda L. Stephanik at 10/07/2025
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/15/2025

2. Target Population and Student Body

Reviewer Instructions

The Target Population and Student Body section should describe the anticipated target population of the school and explain how the school will be organized by grade structure, class size and total student enrollment over the term of the school's charter.

Statutory Reference(s):

s. 1002.33(10)

Evaluation Criteria:

A response that meets the standard will present:

- A clear description of the students the charter school intends to serve including any target populations in accordance with Florida law.
- Alignment of the targeted student body with the overall mission of the school.

Form Result

A. Describe the anticipated student population to be served and how that aligns with the school's mission. Applicants should state if they will give enrollment preference or limit the enrollment process, as allowed by law, to certain student populations defined in section 1002.33(10)(d) & (e), F.S.[2] If the applicant intends to have enrollment preferences they should be described in the ***Student Recruitment and Enrollment*** section.

---

[2] For operators intending to apply and be eligible for federal funding under the US Department of Education's Charter Schools Program, recruitment and admissions policies and practices must meet all federal requirements. *See* Charter Schools Program, Title V, Part B of the ESEA, Non-regulatory Guidance, Section E. (Lottery, Recruitment and Admissions).

The anticipated student population to be served by our proposed charter school aligns seamlessly with the school's mission, emphasizing the integration of humane sciences, compassion, and responsible global citizenship. We envision a diverse and inclusive student body that encompasses a broad range of backgrounds and characteristics, fostering an environment of mutual respect, understanding, and collaborative learning.

Alignment with the School's Mission:

Diversity of Backgrounds: Our anticipated student population reflects the rich diversity found in the Broward community, including a mix of racial, ethnic, socioeconomic, and cultural backgrounds. This diversity aligns with our mission to cultivate empathy and cultural sensitivity among students, preparing them to engage thoughtfully in a globalized world. Broward's current demographics of **243,553** school aged children enrolled in BCPS during 2024-2025 are: 39.1% Hispanic, 38.1% Black/African American, 16.1% White, 3.7% Asian, 2.6% Multiracial and 0.2% American Indian/ Native Alaskan. The current population of economically disadvantaged students in Broward County is 53.2%.

Empathy and Compassion: Students joining our school are expected to come with an inherent curiosity and willingness to explore humane sciences, showcasing their genuine interest in understanding and addressing societal and environmental issues. This resonates with our mission to inspire compassion and ethical awareness, nurturing their sense of responsibility for both human welfare and the well-being of all living beings.

Commitment to Ethical Decision-Making: The student population is anticipated to include families who value ethical decision-making and the development of strong moral character. Our mission aligns perfectly with this commitment by infusing ethics and integrity into every aspect of education, empowering students to make principled choices.

Global Awareness: Students who enroll in our school are likely to share an interest in global perspectives and cross-cultural understanding. Our mission dovetails with this by fostering a broader outlook on the interconnectedness of the world, preparing students to contribute as responsible global citizens.

Environmental Consciousness: Given Broward's environmental concerns and its relevance in Florida's ecosystem, our anticipated student population will likely include families who value environmental sustainability. This aligns with our mission to nurture a sense of responsibility for ecological harmony and the well-being of the planet.

Enrollment Preferences and Limitations:

In accordance with the provisions of section 1002.33(10)(d) & (e), F.S., we acknowledge that our charter school may be allowed to give enrollment preferences or implement limitations based on certain student populations, such as students within specific age groups or grade levels and students who reside within a reasonable distance of the school, subject to certain provisions described in the law.

In Section 14 of our application, we will provide a detailed description of our intended enrollment preferences, ensuring that they are in full compliance with state regulations and are aligned with our mission to foster an inclusive, compassionate, and diverse learning environment. These preferences will be designed to further our commitment to equal educational opportunities while addressing the unique needs and circumstances of specific student populations as permitted by law.

B. If a facility has not been identified in the ***Facilities*** section of this application, state the geographic area which the applicant intends to serve.

In Section 16 of our application, we acknowledge that a facility has not yet been identified. However, we are committed to serving the educational needs of the Broward County community. The geographic area we intend to serve encompasses neighborhoods and districts within Broward County and possibly within the Davie area. Our goal is to provide accessible and quality education to a diverse range of students from various neighborhoods, ensuring that our charter school becomes a valuable resource for families throughout the broader Broward area. As we progress in our application process and secure a facility, we will provide specific details regarding the physical location and its accessibility to the community we intend to serve.

C. Provide enrollment projections in the table below for each year of proposed operation. These projections are not enrollment caps. Annual capacity determinations will be made by the governing board in conjunction with the sponsor per section 1002.33(10), F.S.

Five Year Enrollment Projections

	Year 1	Year 2	Year 3	Year 4	Year 5
K					
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
Total	0	0	0	0	0

D. Provide a brief explanation of how the enrollment projections were developed.

Enter explanation here

The charter school will serve no more than the Certificate of Occupancy of the facility states as a maximum. Furthermore, the applicant will notify the sponsor in accordance with the Florida Statutes of projected changes to enrollment.

Enrollment projections for the K-8 school were developed through a combination of demographic data analysis, local population trends, and educational demand considerations. Although some charter schools in Broward County have opened with less students than we have projected, we must take into consideration the increase in population.

Demographic Analysis: Data was collected on the current population of school-aged children in the County of Broward and the surrounding areas. This analysis, conducted by CBRE LLC, included factors such as age distribution, household composition, and racial/ethnic backgrounds. The goal was to understand the potential pool of students that the school could draw from.

Population Trends: Historical and current population trends in Broward were examined to identify any growth or decline patterns in the school-aged population. This information helped project how the student population might change over the coming years. Information was gathered using US Census data as well as information from established projection models.

Educational Demand: Market research and surveys were conducted to assess the demand for a K-8 school with a focus on humane sciences in the Broward area. This included gauging parent interest, preferences for alternative education approaches, and the alignment of the proposed curriculum with community values.

Local Factors: Consideration of local factors, such as nearby schools, their capacities, and educational offerings, played a role in estimating the enrollment for the new school. Additionally, economic conditions and employment opportunities in the area impact enrollment projections.

Community Engagement: Input from the community, including potential parents, educators, and stakeholders, was gathered through meetings, focus groups, or surveys. This assisted in understanding the community's level of interest and support for the school.

Comparable Schools: Most enrollment projections and school-based demographics information was derived from the FLDOE Broward County Report Card for the 2024-2025 school year. Similar charter schools or educational institutions in other areas, their enrollment patterns, ESE and ELL populations and experiences were considered to inform projections for the new school.

Adjustments and Scenarios: Enrollment projections involved multiple scenarios based on different assumptions, such as varying rates of growth, marketing effectiveness, and community engagement outcomes. These scenarios helped account for uncertainties and plan for different contingencies.

Expert Consultation: Education experts, demographers, and data analysts have been consulted to provide insights and expertise in projecting enrollments, considering factors like birth rates, migration patterns, and educational trends.

Feedback Loops: As the school becomes established, the enrollment projections will be continuously refined based on actual enrollment numbers, feedback from parents and students, and other real-world factors that emerge.

It's important to note that enrollment projections are estimates and can be influenced by various factors. Flexibility in accommodating different enrollment outcomes is often built into the school's planning and budgeting processes.

E. Briefly explain the rationale for the number of students and grade levels served in year one and the basis for the growth plan in subsequent years as illustrated in the table above.

Enter explanation here

The decision regarding the number of students and grade levels served in year one, as well as the growth plan for subsequent years, is rooted in a strategic approach to ensure a smooth and impactful launch while maintaining the quality of education and the integrity of our mission.

Year One (Initial Year):

In the first year, we have chosen to begin with a focused enrollment, serving a limited number of students in each grade level. This approach allows us to establish a strong foundation for our educational programs, develop a close-knit school community, and ensure personalized attention to each student. By commencing with a manageable student population, we can effectively refine our curriculum, teaching methodologies, and administrative processes, thereby setting the stage for sustainable growth.

Growth Plan (Subsequent Years): The growth plan outlined in subsequent years is informed by the following factors:

Educational Excellence: As we expand grade levels in subsequent years, we prioritize maintaining the quality of education and preserving our commitment to humane sciences, compassion, and global awareness. Gradual growth enables us to ensure that each new grade level receives the same high standard of education that our initial cohorts experienced.

Faculty and Resources: Our growth plan takes into account the recruitment and professional development of qualified educators who resonate with our mission. Scaling up in a thoughtful manner ensures that we can adequately support our faculty and provide students with the attention and resources they deserve.

Physical Facilities: The growth plan considers the identification and preparation of appropriate physical facilities. We aim to secure a facility that accommodates the growing student population, adheres to safety standards, and fosters an environment conducive to our educational goals.

Community Engagement: Each phase of growth involves engaging with the community, parents, and stakeholders to ensure that the expansion aligns with the evolving needs and expectations of the Broward area.

Sustainability: The growth plan is designed to be sustainable, both academically and financially. Gradual expansion allows us to maintain fiscal responsibility and avoid compromising the quality of education or the unique ethos of our school.

In summary, our approach balances the desire to provide transformative education with the need to ensure a strong foundation for our students and school community. We are committed to a thoughtful and deliberate growth trajectory that

aligns with our mission, values, and the educational aspirations of our students and families.

Evaluation Criteria: Target Population and Student Body

Reviewers will look for:

- A clear description of the students the charter school intends to serve including any target populations in accordance with Florida law.
- Alignment of the targeted student body with the overall mission of the school.

Notes

Concern was added at 10/14/2025 11:04 AM by Sweta Soni

1. Enrollment projections are not provided

Element Review

Rating/Description
Meets the Standard Added by Marion Williams at 10/09/2025
Partially Meets the Standard Added by Sweta Soni at 10/14/2025
Partially Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/14/2025

3. Educational Program Design

Reviewer Instructions

The Educational Program Design section should describe the educational foundation of the school and the teaching and learning strategies that will be employed.
Statutory Reference(s):
s. 1002.33(7)(a)2.
Evaluation Criteria:
A response that meets the standard will present an educational program design that:

- An educational program design that:
  - Is clear and coherent;

    - Is based on effective, experience or research-based educational practices and teaching methods, and high standards for student learning;
    - Aligns with the school's mission and responds to the needs of the school's target population, and
    - Is likely lead to improved student performance for the school's target population.
- A proposed daily school schedule and annual calendar that complies with statutory requirements for annual number of instructional minutes/days and aligns with priorities and practices described in the educational program design.

Form Result

A. Describe the proposed charter school's educational program.

The proposed charter school's educational program is designed to offer a unique and comprehensive learning experience centered around humane sciences, fostering empathy, critical thinking, and responsible global citizenship. Our program integrates traditional subjects with the principles of humane sciences, cultivating a holistic approach to education that prepares students for success in an interconnected world. Here's an overview of our educational program:

Humane Sciences Curriculum: Our curriculum places a strong emphasis on humane sciences, encompassing a range of subjects that explore the interconnectedness of life, ethical decision-making, and global challenges. Students learn about animal welfare, environmental sustainability, social justice, and cultural diversity. This interdisciplinary approach encourages students to think critically and reflect on their role in promoting positive change.

Integrated Learning: We believe in the power of integration. Core subjects such as language arts, mathematics, science, and social studies are interconnected with humane sciences concepts. For example, students might explore literature that highlights empathy, analyze data related to environmental issues in mathematics, or study historical events through a lens of social responsibility.

Experiential Learning: We embrace experiential learning as a key pedagogical approach. Students engage in hands-on projects, field trips, and community service initiatives that allow them to apply their learning to real-world situations. Whether it's participating in local environmental conservation efforts or volunteering at animal shelters, students gain a deeper understanding of the impact they can make.

Cultural Enrichment: Cultural diversity is celebrated through our curriculum. Students learn about different cultures, traditions, and perspectives, fostering respect and empathy for others. Activities, festivals, and guest speakers create a dynamic and inclusive learning environment.

Ethical Education: Ethical education is woven into every facet of our program. Through discussions, case studies, and reflective practices, students develop strong moral character, ethical reasoning, and the ability to make principled decisions in both personal and societal contexts.

Environmental Awareness: Given our commitment to environmental sustainability, students learn about ecological systems, conservation, and sustainable practices. Outdoor activities, nature studies, and eco-friendly initiatives contribute to a sense of responsibility for the planet.

Global Perspectives: Our program encourages students to think globally. Through projects, virtual exchanges, and collaborations with schools around the world, students gain a deeper understanding of global issues and develop the skills to collaborate on solutions.

Individualized Support: We recognize the uniqueness of each student. Our educators provide differentiated instruction to meet diverse learning styles, abilities, and interests. Small class sizes ensure personalized attention, fostering both academic growth and well-being.

In summary, the proposed charter school's educational program is a pioneering blend of humane sciences, traditional subjects, experiential learning, and ethical education. Through this innovative approach, we aim to nurture compassionate, informed, and globally aware individuals who are well-equipped to create positive change in their communities and beyond.

B. Describe the basic learning environment (e.g., classroom-based, independent study, blended learning), including rationale for class size and structure and how the learning environment supports and is consistent with the mission.

Our proposed charter school offers a dynamic and engaging learning environment that combines classroom-based instruction with experiential learning and blended learning strategies. This approach ensures a well-rounded education that aligns with our mission of nurturing empathy, critical thinking, and responsible global citizenship.

Classroom-Based Instruction: Classroom-based instruction forms the foundation of our learning environment. In these spaces, students engage in interactive discussions, collaborative projects, and hands-on activities that foster deeper understanding and connection with the curriculum. Expert educators facilitate these sessions, providing guidance and personalized support.

Experiential Learning: We believe that learning is most impactful when students directly engage with the subject matter. Experiential learning takes place through field trips, community service, and hands-on projects. This approach allows students to apply classroom concepts to real-world situations, reinforcing the values of empathy and responsible citizenship.

Blended Learning: To accommodate diverse learning styles and prepare students for technology-driven environments, we incorporate blended learning approaches. This entails a combination of in-person instruction and digital resources, allowing students to access learning materials, conduct research, and collaborate online. Blended learning enhances self-directed learning skills while maintaining the benefits of traditional classroom interactions.

Our choice of class size and structure is guided by our mission to provide individualized attention, foster a sense of community, and create a supportive environment for each student's holistic growth.

Smaller Class Sizes: We maintain smaller class sizes to ensure personalized attention and meaningful interactions between educators and students. This allows educators to address individual learning needs, promote active engagement, and build relationships that facilitate development. Our class sizes are not based on averages but a true 18:1 or 22:1 ratio.

Collaborative Structure: Our classrooms are designed to encourage collaboration and open dialogue. Group discussions, peer collaborations, and team projects enable students to learn from one another's diverse perspectives, promoting a deeper understanding of the interconnectedness of the world.

<u>The learning environment aligns seamlessly with our mission:</u>

Empathy and Collaboration: The classroom-based and collaborative structure nurtures empathy and effective

communication, values that are essential to responsible global citizenship.

Experiential Learning: The experiential learning component reinforces the principles of compassionate action and environmental stewardship, directly reflecting our mission's emphasis on empathy and ethical responsibility.

The educational program of our proposed charter school is informed by a well-rounded research base that draws from various educational theories, methodologies, and best practices. Our approach is founded on a synthesis of educational research that supports the integration of humane sciences, experiential learning, and holistic development.

Humane Sciences and Ethical Education: Research on humane education, ethical reasoning, and character development underpins our focus on empathy, compassion, and ethical decision-making. Studies emphasize the importance of nurturing these qualities to create responsible citizens.

Experiential and Project-Based Learning: The use of experiential and project-based learning is supported by research that highlights its effectiveness in promoting deeper understanding, engagement, and retention of knowledge. These methodologies align with our goal of fostering real-world connections and practical application.

Life Skills and Wellness: Our program incorporates life skills and wellness principles to foster emotional intelligence, self-awareness, and interpersonal skills, aligning with our mission to nurture holistic growth.

Global Citizenship Education: The concept of global citizenship education is informed by research on cultivating global awareness, intercultural competence, and a sense of responsibility for the planet. Our program draws from this research to prepare students as responsible, active global citizens.

Inquiry-Based Learning and Critical Thinking: Research on inquiry-based learning and critical thinking underscores their role in developing problem-solving skills, curiosity, and analytical thinking. These aspects are integrated into our curriculum to encourage students to think critically about complex global issues.

Multidisciplinary and Integrated Curricula: The use of multidisciplinary and integrated curricula is informed by research showing that these approaches foster connections between subjects, leading to a deeper understanding of the material. Our program uses this approach to weave humane sciences into traditional subjects.

As we move forward, we remain committed to ongoing reflection and refinement based on the latest educational

research to continually enhance our students' learning experiences.

C. Describe the research base used to design the educational program.

The educational program is grounded in a comprehensive research base and designed to align closely with Florida statutes and the specific requirements of the Broward County Pupil Progression Plan and Reading Plan. This alignment ensures a high-quality educational experience that meets state standards and local expectations while supporting high achievement, engagement, and student growth. Drawing on educational psychology, developmental learning theories, and evidence-based instructional practices, the program emphasizes a balanced approach to academics, life skills learning, and critical thinking. Some of the research used in planning the educational design is published by National Institute of Health, The Aspen Institute and The Learning Policy Institute.

Core elements include differentiated instruction, allowing students to progress at individual paces, supported by Florida Statute § 1008.25, which mandates remediation and progression protocols to support student achievement. The use of formative assessments is integral to this model, ensuring alignment with state requirements and enabling instruction tailored to student needs—a practice extensively supported by research showing that personalized learning enhances achievement and motivation.

Cognitively based strategies, such as spaced repetition and active learning, are also employed, following evidence indicating these methods enhance retention and mastery over time. Additionally, the program integrates project-based learning (PBL), rooted in constructivist theories, to foster collaborative problem-solving skills. This approach supports the development of skills essential for long-term success, including communication, teamwork, and adaptability, as outlined in the Broward County Pupil Progression Plan's emphasis on skill mastery and real-world readiness.

A strong focus on reading development is built into the program, directly aligned with the Broward County Reading Plan and Florida Statute § 1003.4156, which outlines reading intervention and proficiency goals. Targeted reading strategies and interventions address diverse literacy needs, ensuring students achieve benchmarks that support their progression.

Lastly, character education is a critical pillar of the program, based on research showing the long-term impact of life skills learning on academic and personal success, in alignment with Florida’s character education requirements.

With this strong foundation in state and local guidelines and research-based strategies, the educational program is innovative, inclusive, and impactful, ensuring that all students are prepared for success within the classroom and beyond.

D. Provide a sample daily schedule and school annual calendar, including the annual number of days and hours of instructional time as Attachment B. (Note: if approved, the Governing Board will formally adopt an annual calendar)

Attachment B: Sample daily school schedule and annual school calendar

Attachment B.pdf
2.43 MB • Added 2 months ago

E. Explain how the services the school will provide to the target population support attainment of the state-adopted standards, as required by section 1002.33, F.S.

The services that our proposed charter school will provide to the target population are carefully designed to support the attainment of state-adopted standards as required by section 1002.33, F.S. Our educational approach, which integrates humane sciences with traditional subjects, is strategically aligned with state standards to ensure that our students meet and exceed the academic expectations while also fostering the values and skills outlined in our mission. Here's how our services support the attainment of state-adopted standards:

Curriculum Alignment: Our curriculum is intentionally aligned with state-adopted standards for each subject area. While integrating humane sciences, we ensure that the core concepts and skills required by the state standards are covered. This alignment is achieved through careful mapping of curriculum objectives and cross-referencing them with the relevant standards.

Rigorous Learning: Our approach emphasizes academic rigor by addressing the cognitive demands outlined in state standards. Through engaging activities, thoughtful assessments, and challenging projects, students are exposed to complex ideas and encouraged to apply critical thinking skills, ensuring their preparedness for standardized assessments.

Transdisciplinary Learning: We believe that real-world issues often require a multidisciplinary understanding. By incorporating humane sciences across subjects, we encourage students to make connections between different content areas. This approach not only promotes holistic understanding but also supports the development of higher-order thinking skills.

Experiential Learning and Application: Our focus on experiential learning and application is closely tied to state standards that emphasize practical skills and real-world relevance. Students apply their learning through projects, investigations, and community engagement, demonstrating mastery of both content and skills.

Individualized Support: Services such as differentiated instruction, tutoring, and academic interventions are provided to meet the diverse needs of our student population. This personalized approach ensures that every student has the opportunity to grasp and excel in the subject matter, aligning with standards for equitable access and achievement.

Assessment and Progress Monitoring: We assess student learning through a variety of methods, including formative and summative assessments. Assessments are designed to align with state-adopted standards, providing valuable data to measure progress and inform instructional decisions.

Life Skills and Wellness: Supporting students' development aligns with the state's emphasis on whole-child education. Wellness services help students manage emotions, develop interpersonal skills, and maintain a positive attitude towards learning, contributing to overall academic success.
In summary, our school's services are intentionally structured to align with state-adopted standards, ensuring that students not only meet academic expectations but also develop the values, skills, and competencies outlined in our mission. The integration of humane sciences, experiential learning, and individualized support creates a comprehensive educational experience that is both academically rigorous and values-driven, preparing students for success in both their academic endeavors and their contributions to society.

Evaluation Criteria: Educational Program Design

Reviewers will look for

- An educational program design that:
  - Is clear and coherent;
  - Is based on effective, experience- or research-based educational practices and teaching methods, and high standards for student learning;
  - Aligns with the school's mission and responds to the needs of the school's target population, and
  - Is likely lead to improved student performance for the school's target population.
- A proposed daily school schedule and annual calendar that complies with statutory requirements for annual number of instructional minutes/days and aligns with priorities and practices described in the educational program design.

Notes

Concern was added at 10/10/2025 09:51 AM by Dillon Giorgis

Daily schedule does not meet 1003.455 for Elementary Physical Education. Students must receive 150 minutes of physical education weekly.

Concern was added at 10/14/2025 09:43 AM by Matthew M. Cordova

Application Reviewed by Matthew Cordova, Curriculum Supervisor (Charter Schools Management/Support) and David Shelly, Curriculum Supervisor, Secondary Learning.

1. The school indicated plans for a 90-minute uninterrupted reading block; however, the secondary schedule shows 45-minute classes. Please clarify how this will be implemented within the current time constraints, or, if this was an error, explain how reading comprehension, writing, and communication will be emphasized during the 45-minute periods at the secondary level. *(7)(a)(2)(a), Fla. Stat.*
2. How does the school plan to monitor teachers' implementation of Differentiated Instruction? Additionally, what measures are in place to provide targeted professional

development for teachers who may need support in this area? *1002.33 (6)(a)(4), Fla. Stat.*

3. The application does mention some form of tutoring, but it is not clear how the school will address secondary student promotion. How will middle school students recover failed classes that are needed for student promotion to the next grade level? What processes will be put into place to provide course remediation for secondary students in danger of failing a course? *1003.4156, Fla. Stat.*

Concern was added at 10/14/2025 03:34 PM by Terri Coyle

Application Reviewed by Melissa Miller, Curriculum Supervisor - Elementary Learning, and Terri Coyle, Curriculum Supervisor, Charter Schools Management/Support:

Section 3:

Science of Reading:

---How will the school ensure that there is a systematic, explicit and multisensory approach to instruction in foundational skills especially for **primary** students? The application indicates that they will be implementing "guided reading" for small group instruction. This is a Balanced Literacy practice. SoR illustrates that effective small group instruction should be differentiated, fluid, flexible and skill based.

---Who will train the teachers to implement small group instruction grounded in the Science of Reading?

Differentiated Instruction:

---How will **all content areas** identify differentiated instruction to meet the needs of all students throughout the school day, and not just in reading classes?

Professional Development:

The application fails to outline how teachers will receive training for the programs and strategies identified in the application.

---How will teachers be provided the professional development to support these programs and structure? Who will deliver the PD? If provided by in-house staff, how is the effectiveness of the PD evaluated? How will teachers be monitored and supported with implementation of best practices learned in the PD offering.

---- Describe how all teachers will be trained in the programs/curriculum used in each subject area, grade level, and ability level.

Concern was added at 10/15/2025 03:57 PM by Rhonda L. Stephanik

As per **Nicole Marsala, Secondary Curriculum Supervisor, Social Studies:**
Note was added at 10/09/2025 12:20 PM by Nicole Marsala
Please ensure that everythig listed in the educational program is aligned to state standards and statute.

Element Review

Rating/Description
Meets the Standard Added by J.p. Keener at 10/15/2025
Meets the Standard Added by Terri Coyle at 10/14/2025
Meets the Standard Added by Joe Luechauer at 10/14/2025
Meets the Standard Added by Monique Byrd at 10/14/2025
Meets the Standard Added by Donna Haynes at 10/13/2025
Meets the Standard Added by Melissa Jean Miller` at 10/13/2025
Partially Meets the Standard Added by Matthew M. Cordova at 10/13/2025
Meets the Standard Added by Melissa Pariaug at 10/10/2025
Meets the Standard Added by Celia Jimenez at 10/10/2025
Meets the Standard Added by Nicole Marsala at 10/09/2025
Meets the Standard Added by Patricia Transue at 10/09/2025
Meets the Standard Added by Tanya Hutkowski at 10/10/2025
Does Not Meet the Standard Added by Dillon Giorgis at 10/10/2025

Rating/Description

Partially Meets the Standard
Added by David Shelley at 10/10/2025

Partially Meets the Standard - Final Rating
Added by Rhonda L. Stephanik at 10/15/2025

4. Curriculum and Instructional Design

Reviewer Instructions

The Curriculum Plan section should explain not only *what* the school will teach but also *how* and *why*.

Statutory Reference(s):

s. 1002.33(6)(a)2.; s. 1002.33(6)(a)4.; s. 1002.33(7)(a)2.; s.1002.33(7)(a)4.

A response that meets the standard will present a curriculum plan that:

- Provides a clear and coherent framework for teaching and learning;
- Is research-based;
- Is well-aligned with the school's mission and educational philosophy;
- Provides an emphasis on reading;
- Will enable students to attain Florida standards and receive a year's worth of learning for each year enrolled; and
- Will be appropriate for students below, at, and above grade level.

Form Result

A. Describe the school's curriculum in the core academic areas, illustrating how it will prepare students to achieve Florida standards. Describe the primary instructional strategies that the school will expect teachers to use and why they are appropriate for the anticipated student population. Describe the methods and systems teachers will have for providing differentiated instruction to meet the needs of all students, including how students who enter the school below grade level will be engaged in and benefit from the curriculum and the formalized multi-tiered level of supports that will be provided to students who are performing below grade level. In particular, describe the mathematics curriculum and differentiated strategies that will be used for students performing at grade level or higher and a separate mathematics curriculum and strategies for students who are performing below grade level.

Enter description here

Our school's curriculum is meticulously designed to align with Florida standards in the core academic areas while infusing the principles of humane sciences. In English Language Arts (ELA), Mathematics, Science, and Social Studies, our curriculum maps content, skills, and benchmarks align to state standards. This alignment ensures that students gain the knowledge and skills needed to succeed academically and prepare for standardized assessments. The school will adopt State approved curriculum as well as District and State Assessments upon approval of application from the latest adoption lists.

English Language Arts (ELA): Our ELA curriculum emphasizes reading comprehension, writing, and effective communication through a 90-minute uninterrupted reading block. Through literature (fiction and nonfiction), students analyze diverse perspectives, fostering empathy and cultural understanding. They practice evidence-based writing, critical analysis, and language conventions, skills that align with ELA standards. The school will also be implementing the Science of Reading in the foundational skills teaching and support.

Possible Planned Textbooks at time of Application: MyView by Savvas or Benchmark K-5 by Benchmark Education. Benchmark Intervention Kits and Phonics or Read180 for intervention. MyPerspectives (6-8) by Savvas Learning Company LLC, formerly Pearson K12 Learning LLC. Phonics for Reading (Intensive Reading 6-8) by Curriculum Associates.

Mathematics: The mathematics curriculum focuses on conceptual understanding, problem-solving, and real-world applications. Students engage in hands-on activities, group discussions, and digital resources, aligning with state mathematics standards. The curriculum builds a strong mathematical foundation while nurturing critical thinking skills. In response to legislative changes, such as House Bill 7039 (2023), the School has implemented measures to identify and support students with substantial deficiencies in mathematics. This includes systematic and explicit instruction tailored to individual student needs, progress monitoring, and collaboration with parents to develop individualized progress monitoring plans.

Planned Textbook at time of Application: Envision (K-8) by Savvas Learning Company LLC, formerly Pearson K12 Learning LLC. For Advanced Math, Savvas Envision Algebra 1. Intensive Mathematics Curriculum will be Ready Toolkit and Ready Grade Level Materials by Curriculum Associates.

Science: In science, students explore the interconnectedness of life, ecosystems, and environmental challenges. Inquiry-based learning and hands-on experiments foster scientific inquiry, aligning with state science standards. Students develop

critical thinking and data analysis skills, preparing them for scientific literacy.

Planned Textbook at time of Application: Elevate/Expedition (2026) (K-8) by Savvas Learning Company LLC, formerly Pearson K12 Learning LLC.

Social Studies: Our social studies curriculum examines historical contexts, cultural diversity, and global citizenship. Students analyze primary sources, engage in discussions, and explore current events, aligning with state social studies standards. This curriculum fosters critical thinking, civic engagement, and a deep understanding of societies.

Planned Textbook at time of Application: Gallopade for Florida (Series K-5) and Cengage Learning (6-8).

Mathematics (some proposed ideas of instructional strategies):

Our mathematics program is aligned to the Florida B.E.S.T. standards and delivered in a daily block with a brief number-sense routine, a concise concept launch, small-group rotations, and a synthesis/exit ticket. A dedicated 30–45 minute "WIN" period occurs 3–5 days per week for targeted acceleration or intervention without pulling students from core instruction. Teachers use curriculum-embedded exit tickets, common unit assessments, and FAST (PM1–PM3); data are reviewed in bi-weekly PLCs to regroup students within a schoolwide MTSS framework (Tier 1 for all, Tier 2 strategic, Tier 3 intensive). ESE and ELL students access grade-level content through UDL, co-teaching, scaffolded language objectives, visuals, and accommodations per plan.

For students performing at grade level or higher, teachers use a problem-based, B.E.S.T.-aligned core with enrichment that emphasizes DOK 3–4 tasks, math discourse, error analysis, and real-world modeling (e.g., Desmos/GeoGebra). Flexible grouping, curriculum compacting, and choice projects extend learning; readiness-based acceleration in grades 6–8 provides advanced pathways (e.g., Pre-Algebra/Algebra 1), with placement adjusted as data show mastery. Opportunities such as Math Circles, investigations, and clubs/competitions further challenge students.

For students performing below grade level, Tier 2 provides small-group, standards-aligned intervention 3–5 times weekly (20–30 minutes) on prerequisite skills (number sense, operations, fractions). Tier 3 delivers explicit, systematic instruction 4–5 times weekly (30–45 minutes) following a Concrete-Representational-Abstract sequence with cumulative review. Instruction features I do–We do–You do modeling, immediate feedback, daily fluency practice, manipulatives and visual models, schema-based strategies for word problems, front-loaded vocabulary with sentence frames, and short pre-teach/re-teach cycles; adaptive practice tools are used purposefully and monitored.

Progress is monitored bi-weekly with curriculum-based measures and skill probes, with monthly fidelity checks; students enter/exit tiers based on clear criteria (e.g., two consecutive data points at/above target and common assessment performance). School goals include sustaining or moving more students to FAST Levels 4–5 and increasing Algebra 1 proficiency by grade 8 where offered. Families receive brief, plain-language updates after each FAST window and unit assessment, along with aligned home resources for both enrichment and skill reinforcement.

Primary Instructional Strategies:

Our primary instructional strategies reflect our commitment to experiential learning, inquiry-based exploration, and technology integration. These strategies are appropriate for our anticipated student population as they:

- Promote Engagement: Experiential learning, such as field trips and hands-on projects, captivates students' curiosity and makes learning relevant to their lives.
- Foster Critical Thinking: Inquiry-based learning encourages students to ask questions, investigate problems, and develop analytical skills.
- Enhance Digital Literacy: Technology integration prepares students for the digital age and enables them to access diverse learning resources.
- Cultivate Empathy: Literature discussions, group activities, and community engagement instill empathy and an understanding of diverse perspectives.

Differentiated Instruction and Multi-Tiered Support to meet the diverse needs of students:

- Differentiation: Teachers employ various instructional methods, materials, and assessments to address individual learning styles, abilities, and interests.
- Student Entry Below Grade Level: Students entering below grade level as per the FAST data or other screening tools used, receive additional support through targeted interventions, small group instruction, and personalized learning plans. Parents are immediatley made aware of the deficiencies or strategies being used for remediation.

MTSS: Summit Academy Charter School II will implement a robust Multi-Tiered System of Supports (MTSS) to assist students performing below grade level. The MTSS framework will provide a structured, data-driven approach to identify students in need of additional academic or behavioral interventions and ensure they receive timely, targeted support

to improve their performance. The process will include the following key components:

Identification of Students Needing Support: Summit Academy Charter School II will utilize various evaluation tools to identify students who are below grade level. Initial identification will be based on results from FAST progress monitoring, classroom assessments, teacher observations, and other diagnostic tools such as iReady and STAR assessments. Additionally, the school will analyze state PM3 data to identify trends in student achievement and flag students needing immediate interventions.

Once students are identified, Summit Academy Charter School II will initiate the MTSS process by placing students in the appropriate intervention tier based on their needs. The school will ensure this process is collaborative and involves teachers, parents, and staff to create individualized intervention plans.

Tier 1: Core Instruction: Tier 1 represents the core academic instruction provided to all students. Summit Academy Charter School II will ensure that core instruction is rigorous, standards-aligned, and differentiated to meet the diverse needs of students. Teachers will incorporate evidence-based strategies to promote mastery of grade-level content and reduce the number of students needing additional interventions.

Tier 1 instruction will be monitored through classroom formative assessments, progress monitoring tools, and regular data chats between teachers and school leadership. These data chats, conducted at least once a month, will ensure that instructional practices are adjusted to address any gaps in learning before students fall significantly behind.

Tier 2: Targeted Small-Group Interventions: Students who demonstrate difficulty mastering grade-level standards despite receiving high-quality Tier 1 instruction will be moved to Tier 2. At this level, students will receive additional targeted interventions in small groups. Interventions may include strategies such as:

- Guided reading and math groups
- Focused phonics instruction for students struggling with foundational reading skills
- Use of online adaptive learning programs to address skill gaps
- Targeted practice sessions based on specific standards

The effectiveness of Tier 2 interventions will be tracked using progress monitoring tools, including biweekly assessments, classroom data, and student work samples. Progress will be reviewed during biweekly meetings of Summit Academy Charter School II's Collaborative Problem-Solving Team

(CPST), a dedicated team of teachers, instructional coaches, and administrators. The CPST will analyze data to determine whether students are making adequate progress or if they need to move to Tier 3 interventions.

Tier 3: Intensive Individualized Interventions: Students who do not show sufficient progress with Tier 2 interventions will be moved to Tier 3, where they will receive more intensive, individualized support. Tier 3 interventions may involve one-on-one instruction, pull-out sessions with specialized interventionists, and the development of individualized learning plans.

At this stage, Summit Academy Charter School II will use additional diagnostic tools to identify the root causes of learning difficulties, including assessments for specific learning disabilities, behavioral challenges, and other barriers to success. Interventions at Tier 3 will be closely monitored through weekly progress checks to ensure students are receiving the necessary support to make meaningful gains.

Evaluation Tools and Data-Driven Decision Making: Summit Academy Charter School II will use a variety of tools to evaluate the effectiveness of interventions across all tiers, including:

- **FAST Progress Monitoring Assessments** to track ELA and Math proficiency
- **iReady Diagnostic Assessments** to identify specific learning gaps
- **STAR Assessments** to monitor reading and math growth
- **Classroom Assessments and Formative Tools** to provide real-time feedback on student progress

Data from these tools will be reviewed during data chats with teachers and leadership to adjust instructional practices and interventions as needed. The CPST will meet biweekly to review student progress, adjust intervention plans, and make data-driven decisions about moving students between tiers.

Collaborative Problem-Solving Team (CPST): The CPST will be a cornerstone of Summit Academy Charter School II's MTSS process. This team will meet every two weeks to:

- Review progress monitoring data
- Analyze the effectiveness of current interventions
- Identify students needing additional support
- Develop action plans to address learning gaps
- Ensure interventions are implemented with fidelity

The CPST will include classroom teachers, intervention specialists, instructional coaches, school counselors, and administrators. The team will collaborate to ensure that every

student receives the necessary support to succeed academically.

Summit Academy Charter School II's use of the MTSS system ensures that no student falls through the cracks. By systematically identifying students below grade level, providing targeted interventions, and utilizing progress monitoring tools, the school will ensure that all students receive the support they need to achieve academic success. The biweekly CPST meetings and regular data chats will foster a collaborative and data-driven culture focused on continuous improvement and positive student outcomes.

B.

- If the curriculum is fully developed, summarize curricular choices (e.g. textbooks) by core subject and the rationale for each. Include as Attachment C, a sample course scope and sequence for each core subject for each division (elementary, middle, and high school) the school would serve.
- If the curriculum is not yet fully developed, describe any curricular choices made to date and proposed curricular choices (e.g. textbooks, etc.) and explain the plan for how the curriculum will be completed between approval of the application and the opening of the school. This should include a timeline, milestones, and individuals responsible for included tasks. Also, describe the focus of the curriculum plan and explain how the curriculum will be implemented. Include what core subject areas will be offered and provide evidence on how the curriculum will be aligned to Florida standards.
- Provide evidence that reading is a primary focus of the school and that there is a research-based curriculum and set of strategies for students who are reading at grade level or higher and, independently, a curriculum and strategy for students reading below grade level. Reading instructional strategies for foundational skills shall include phonics instruction for decoding and encoding as the primary instructional strategy for word reading. Instructional strategies may not employ the three-cueing system model of reading or visual memory as a basis for teaching word reading. Include the school's reading curriculum as Attachment D.

Enter content here

As of now, our curriculum is in the process of development and refinement to be aligned with the latest requirements, reflecting our commitment to providing a high-quality education aligned with Florida standards. While the full curriculum is not yet finalized, we have made several curricular choices and have a comprehensive plan for its completion between application approval and school opening. Here's a detailed overview of our approach:

Curricular Choices Made to Date:

- Integration of Humane Sciences: We have established a framework for integrating humane sciences across core subject areas, ensuring that ethical awareness and global perspectives are woven into the curriculum.
- Experiential Learning: Our approach to hands-on learning and experiential projects has been chosen to infuse real-world relevance and application into the curriculum.

Proposed Curricular Choices: Textbooks and Resources: We are in the process of evaluating and selecting textbooks, digital resources, and supplementary materials that align with Florida standards and our mission. Preliminary selections have been identified in the application; however these may change to meet the latest standards or requirements.

Assessment Strategies: We are designing assessment strategies that encompass formative and summative assessments, project-based evaluations, and reflective activities to gauge student progress.

Curriculum Development Plan: We have established a detailed plan for completing the curriculum development process:

- Timeline: The curriculum development timeline spans from application approval to school opening, with key milestones identified throughout the process.
- Responsibilities: Our curriculum development team, composed of experienced educators and subject experts, is responsible for different components of curriculum development, including content selection, resource evaluation, assessment design, and alignment with Florida standards.

Focus of the Curriculum Plan: Our curriculum plan centers on integrating humane sciences with core academic subjects, fostering critical thinking, and nurturing global awareness. It emphasizes experiential learning, ethical education, and digital literacy to prepare students for a complex, interconnected world.

Curriculum Implementation: The curriculum will be implemented through classroom-based instruction, experiential projects, blended learning, and real-world application with fidelity. Our teachers will receive professional development to effectively deliver the curriculum and integrate humane sciences into their teaching practices.
Core Subject Areas and Alignment to Florida Standards: Our curriculum covers core subject areas including English Language Arts (ELA), Mathematics, Science, and Social Studies. To ensure alignment with Florida standards, we are actively cross-referencing curriculum content with state-adopted standards for each subject area.
Florida Approved and Adopted Textbooks: At this stage, we are in the process of evaluating Florida-approved and adopted textbooks that align with our curriculum and standards. Our selection will be informed by the best available resources to support student learning and achievement.
In conclusion, while our curriculum is still under development, we have made important curricular choices and have a comprehensive plan to finalize it between application approval and school opening. Our focus on humane sciences integration, experiential learning, and alignment with Florida standards ensures that our curriculum will provide a well-rounded education that prepares students for success in academics and beyond.

- *Provide evidence that reading is a primary focus of the school and that there is a research-based curriculum and set of strategies for students who are reading at grade level or higher and, independently, a curriculum and strategy for students reading below grade level. Include the school's reading curriculum as Attachment D.*

Our school places a strong emphasis on reading as a foundational skill for academic success and personal growth as required by the state adoption of the Science of Reading. Evidence of this focus includes:

- Curriculum Integration: Reading is integrated across all subjects, allowing students to encounter diverse texts that enhance their understanding of various disciplines.
- Library Resources: We maintain a well-stocked library with a diverse collection of age-appropriate books that cater to different reading levels and interests.
- Daily Reading Time: Each day includes dedicated reading time, during which students engage with both fiction and non-fiction texts to foster a love for reading.

- Parental Involvement: We actively involve parents in our reading initiatives, providing resources and strategies to encourage reading at home.

Research-Based Curriculum for Students at and Above Grade Level:
Our research-based curriculum for students reading at and above grade level is designed to challenge and expand their reading skills. This curriculum includes:

- Literature Circles: Small group discussions allow students to delve deeper into texts, analyze themes, and engage in critical thinking.
- Complex Texts: Students engage with age-appropriate complex texts that expose them to diverse writing styles, perspectives, and vocabulary.
- Socratic Seminars: These discussions promote deep analysis and encourage students to defend their viewpoints with evidence from the text.
- Literary Analysis: Students learn to identify literary elements such as symbolism, foreshadowing, and characterization, enhancing their comprehension and interpretation skills.

Curriculum and Strategy for Students Reading Below Grade Level:
For students reading below grade level, our curriculum and strategy are designed to provide targeted support and accelerate their progress. This includes:

- Individualized Learning Plans: Each student's reading level is assessed, and an individualized plan is developed to address their specific needs.
- Small Group Instruction: Small-group reading sessions allow for personalized attention, targeted interventions, and focused skill development.
- Phonics and Vocabulary Building: Emphasis is placed on phonics, decoding strategies, and vocabulary enrichment to strengthen fundamental reading skills.
- Reading Interventions: Evidence-based interventions, such as guided reading and one-on-one tutoring, are implemented to provide intensive support.

Please refer to Attachment D for our detailed reading curriculum, which outlines the specific strategies, activities, and resources used to enhance reading skills for both students at and below grade level.

Attachment C: Sample curriculum scope and sequence	Attachment C.pdf 8.49 MB • Added 2 months ago
Attachment D: School's reading curriculum	Attachment D Reduced.pdf 22.66 MB • Added 2 months ago

C. If the school will adopt or develop additional academic standards beyond those mandated by the state, explain the types of standards (e.g., content areas, grade levels). Describe the adoption or development process. Select one grade level and subject area as an example and explain how these additional standards exceed required standards and contribute to meeting the mission of the school.

Enter content here	The School will not adopt any additional standards beyond those mandated by the state.

D. Describe the research base and foundation materials that were used or will be used to develop the curriculum.

Enter content here

The development of our curriculum is grounded in a strong research base and foundation materials that support our mission to integrate Humane Sciences principles into all aspects of education. The research base encompasses various fields, including education, ethics, psychology, and Humane Sciences. The curriculum development process involves selecting and adapting resources that align with our mission and vision. Here's how we've used or will use the research base and foundation materials:

Ethical Education Research: We draw on research in ethical education to inform the integration of ethical decision-making, empathy, and character development into our curriculum. Studies on effective methods for nurturing ethical reasoning and empathy guide our approach to teaching these essential skills.

Humane Sciences Literature: We refer to literature in Humane Sciences to identify core principles and concepts that underpin our curriculum. Research on the interconnectedness of life, animal welfare, environmental sustainability, and human well-being informs our curriculum's content.

Interdisciplinary Research: The curriculum integrates findings from interdisciplinary research that highlights connections between Humane Sciences and various academic disciplines. We adapt strategies from interdisciplinary education research to create learning experiences that bridge subjects and foster critical thinking.

Curriculum Design Frameworks: We use curriculum design frameworks rooted in educational research to ensure coherence, alignment, and student-centered learning experiences. Research-based principles for curriculum design, such as backward design and constructivist approaches, guide the creation of engaging lessons.

Character Education Resources: We incorporate character education resources that are grounded in research on positive youth development, empathy-building, and fostering life skills and wellness. These resources help us infuse our curriculum with character education components that align with our mission.

Pedagogical Approaches: The curriculum development process considers research-based pedagogical approaches that promote active learning, inquiry-based learning, and collaborative learning. Educational research on these approaches guides the design of instructional strategies that engage and empower students.

Assessment Strategies: Informed by research on formative and summative assessment, aiming to provide meaningful feedback and track student progress effectively.

Professional Development Resources: Educators are provided with professional development resources rooted in research to enhance their understanding of Humane Sciences, ethics, and effective instructional strategies.
In summary, our curriculum development is informed by a rich research base spanning various fields. This research ensures that our curriculum aligns with best practices in education, ethical education, Humane Sciences, and interdisciplinary learning. By using foundation materials that are supported by research, we create a curriculum that is both rigorous and aligned with our mission to foster ethical reasoning, empathy, and an understanding of the interconnectedness of life.

Attach any files as evidence (optional)

E. Describe proposed curriculum areas to be included other than the core academic areas.

Enter description here

In addition to the core academic areas, our proposed curriculum encompasses a range of subject areas that align with our mission to cultivate Humane Sciences principles, ethical decision-making, and holistic student development. These curriculum areas are designed to provide students with a well-rounded education that fosters empathy, critical thinking, and a deep understanding of the interconnectedness of life. Here are the proposed curriculum areas to be included:

Humane Sciences Studies: This dedicated curriculum area focuses on exploring the principles and concepts of Humane Sciences, including ethical considerations, animal welfare, environmental sustainability, and social justice.

Character Education: A comprehensive character education curriculum is integrated into all grade levels to nurture qualities such as empathy, compassion, integrity, and responsible citizenship.

Ethics and Values: This curriculum area delves into ethical theories, values, and decision-making processes. Students engage in discussions, case studies, and reflective activities to develop their ethical reasoning skills.

Global Citizenship: Students learn about global issues, cultures, and social justice topics to foster an understanding of their role as responsible global citizens.

Service Learning: Service learning is a vital component of our curriculum, allowing students to engage in community service projects that apply Humane Sciences principles in real-world contexts.

Environmental Studies: This curriculum area explores environmental science, sustainability, and the impact of human activities on the planet. Students develop an appreciation for environmental stewardship.

Life Skills and Wellness: A comprehensive curriculum helps students develop emotional intelligence, interpersonal skills, and strategies for managing stress and challenges.

Arts and Expression: The arts are integrated to encourage creativity, self-expression, and a deeper understanding of emotions and diverse perspectives.

Interdisciplinary Projects: Regular interdisciplinary projects encourage students to apply knowledge and skills from various subjects to address real-world challenges.

Physical Education/Health: The Physical Education (PE) courses impart knowledge, offer group experiences, teach the value of good sportsmanship as well as the value of effort and achievement, and build lasting recreational interests. The PE program seeks to develop an appreciation for sports from the standpoint of a spectator, a reader of sports, as well as a participant. The health and safety competencies will focus on

educating students to develop habits of health that contribute to the continued good functioning of the body. The P.E. program will consist of a standards-based, balanced, sequential and progressive program involving moderate to vigorous physical activity during the required 150 minutes per week for elementary students and the equivalent of one class period per day of physical education for one semester of each year that is required for students enrolled in grades 6 through 8, (as per F.S. 1003.455). Adaptive PE will be available for any students who may require it.

Music: The music curriculum, aligned with the Florida Standards (FS), includes both vocal and instrumental music. Teachers will introduce students to both skills and knowledge of various genres. Skills and techniques will be developed throughout all grade levels and will focus on music instruction in skills and techniques involved in singing and playing instruments, practice in musical interpretation, and training in creative expression.

Art –The primary goal in art education is to provide all students with an opportunity to develop and explore their creative potential. The art curriculum includes planning, developing, and implementing the fine arts as outlined in the FS.

Humane Sciences in Literature: Students explore literature that highlights Humane Sciences themes, fostering critical analysis and empathy.

Technology and Ethics: This curriculum area addresses the ethical considerations related to technology use, privacy, and digital citizenship.

Leadership and Advocacy: Students learn about effective leadership, advocacy, and communication skills to make positive changes in their communities.

Career and Education Planning Course- Section 1003.4156, Florida Statutes, requires students to complete a Career and Education Planning course to be taken in sixth, seventh, or eighth grade. The school will use one of the approved courses to meet this requirement. This course will be customizable, internet-based, include research-based assessments, and be easy to use per F.S. 1003.4156 (1) (e). The students will complete a personalized academic and career plan.

World Languages: The school recognizes that there is a growing international interdependence among nations, which demands that the United States develop global citizens with a sound understanding of international and cross-cultural issues and the ability to communicate in more than one language.

Incorporating these diverse curriculum areas enriches students' education by providing a comprehensive understanding of ethical decision-making, empathy,

environmental sustainability, social justice, and more. These areas align with our mission to cultivate a holistic educational experience that prepares students to become compassionate and responsible members of society.

F. Discuss the system and structures the school will implement for students at risk of not meeting academic requirements or of dropping out.

Enter content here

The school provides a supportive and inclusive learning environment for all students, including those at risk of not meeting academic requirements or dropping out. Our comprehensive system and structures aim to identify, support, and empower these students to succeed academically, socially, and emotionally. Here's how we will implement a robust support system:

Early Identification: Our teachers and staff will closely monitor students' academic performance, behavior, and attendance to identify those who may be at risk. Data analysis and regular progress assessments will help us proactively identify students who need additional support.

Intervention Teams: We will establish intervention teams comprising teachers, counselors, administrators, and other specialists to collaborate on strategies for at-risk students.

Individualized Support Plans: For students at risk, we will develop individualized support plans that outline specific goals, strategies, and interventions tailored to their needs.

Academic Interventions: Targeted interventions may include additional tutoring, small-group instruction, differentiated assignments, and access to academic support resources.

Wellness Support: Counseling services, peer mentoring, and life skills and wellness programs provide students with tools to manage stress, build resilience, and navigate challenges.

Parent and Guardian Engagement: Regular communication with parents and guardians will foster collaboration and provide a support network to help students succeed.

Attendance and Engagement Initiatives: Initiatives to improve attendance and student engagement may include rewards programs, interactive lessons, and involvement in extracurricular activities.

Progress Monitoring: Continuous monitoring of students' progress and the effectiveness of interventions will guide adjustments and ensure their success.

Data-Driven Approach: Our support system will rely on data to identify trends, effectiveness of interventions, and areas for improvement.

Collaboration with Families and Community Partners: Collaboration with families, community organizations, and agencies will provide a comprehensive support network for at-risk students.

In summary, our school's system and structures for students at risk of not meeting academic requirements or dropping out are rooted in early identification, individualized support, targeted interventions, and collaboration among educators, families, and the community. By creating a supportive and responsive

environment, we aim to empower all students to overcome challenges and achieve their full potential.

Evaluation Criteria: Curriculum and Instructional Design

Reviewers will look for a curriculum and instructional program design, whether fully developed or not, that:

- Provides a clear and coherent framework for teaching and learning;
- Is research-based;
- Is well-aligned with the school's mission and educational philosophy;
- Provides an emphasis on reading;
- Will enable students to attain Florida standards and receive a year's worth of learning for each year enrolled; and
- Will be appropriate for students below, at, and above grade level.

Notes

Strength was added at 10/07/2025 03:20 PM by Joe Luechauer

Music and Art curriculum are referenced.

Concern was added at 10/08/2025 12:04 PM by Monique Byrd

No world language offering.

Concern was added at 10/10/2025 09:55 AM by Dillon Giorgis

No reference to health education mandates in FS 1003.42 and how those will implemented and incorporated in their curriculums. Physical education statutes are referenced and stated that they will be followed but their schedules do not reflect that.

Question was added at 10/14/2025 10:52 AM by Matthew M. Cordova

Application Reviewed by Matthew Cordova, Curriculum Supervisor (Charter Schools Management/Support) and David Shelly, Curriculum Supervisor, Secondary Learning.

1. According to the submission, they will be using MyPerspectives by Savvas for (6-8) and Phonics for Reading by Curriculum Associates (Intensive 6-8). This covers Tier 1 and Tier 3, but there is no state-approved curriculum identified for Tier 2 Students
    - *Please clarify which state-adopted curriculum will be used for Tier 2 students. 1002.33 (6)(a)(4), Fla. Stat.*

Concern was added at 10/14/2025 03:35 PM by Terri Coyle

Application Reviewed by Melissa Miller, Curriculum Supervisor - Elementary Learning, and Terri Coyle, Curriculum Supervisor, Charter Schools Management/Support:

MTSS Tier 2 & 3:

The application goes into a detailed process for intervention in math. However, in ELA, there is no clear process.

---What high-quality instructional materials will be used to remediate for PA, phonics, fluency, and vocabulary? How will the intervention be appropriately matched to the skill gap? How will parents be notified about the progress of any student with a substantial deficiency in math or reading?
There is no clear process for diagnosing skill gaps when a student is below the 10% in K-2 or 20% in 3-5, as now required.
---Please clarify how data will be analyzed.
The application indicates technology will be used. However, that does not meet the requirements outlined by the state.
---What online evidence-based program will be used (by grade levels and subject areas)?

Extended Learning Opportunities (tutoring):
----How will the students be identified for tutoring and/or extended learning opportunities offered by the school? Frequency and duration? Small Group/Whole Group? Who will be providing the instruction? How will the school monitor progress of students who are receiving tutoring services?

Concern was added at 10/15/2025 03:58 PM by Rhonda L. Stephanik

As per **Nicole Marsala, Secondary Curriculum Supervisor, Social Studies:**
Note was added at 10/09/2025 09:01 AM by Nicole Marsala
Social Studies textbooks are FLDOE approved. The exact courses being offered are not listed, please ensure that you are offering Civics and the students take the EOC.

Element Review

Rating/Description
Meets the Standard Added by Terri Coyle at 10/14/2025
Meets the Standard Added by Donna Haynes at 10/13/2025
Meets the Standard Added by Melissa Jean Miller` at 10/13/2025
Partially Meets the Standard Added by David Shelley at 10/13/2025
Partially Meets the Standard Added by Matthew M. Cordova at 10/13/2025
Meets the Standard Added by Celia Jimenez at 10/10/2025
Meets the Standard Added by Melissa Pariaug at 10/10/2025
Meets the Standard Added by Tanya Hutkowski at 10/10/2025
Meets the Standard Added by Patricia Transue at 10/09/2025
Meets the Standard Added by J.p. Keener at 10/09/2025
Meets the Standard Added by Nicole Marsala at 10/09/2025
Meets the Standard Added by Monique Byrd at 10/08/2025
Meets the Standard Added by Joe Luechauer at 10/07/2025

Rating/Description

Partially Meets the Standard
Added by Dillon Giorgis at 10/10/2025

Partially Meets the Standard - Final Rating
Added by Rhonda L. Stephanik at 10/15/2025

5. Student Performance, Assessment and Evaluation

Reviewer Instructions

The Student Performance, Assessment and Evaluation section should define what students attending the school should know and be able to do and reflect how the academic progress of individual students, cohorts over time, and the school as a whole will be measured.

Statutory Reference(s):
s. 1002.33(6)(a)3.; s.1002.33(7)(a)3.; s.1002.33(7)(a)4.; s.1002.33(7)(a)5.

Evaluation Criteria:
A response that meets the standard will present:

- An understanding of academic accountability provisions and goals mandated by the state.
- An indication that the applicant will hold high expectations for student academic performance.
- Measurable goals for student academic growth and improvement.
- Promotion standards that are based on high expectations and provide clear criteria for promotion from one level to the next, and for graduation (if applicable).
- Evidence that a range of valid and reliable assessments will be used to measure student performance.
- A proposed assessment plan that is sufficient to determine whether students are making adequate progress.
- Evidence of a comprehensive and effective plan to use student achievement data to inform decisions about and adjustments to the educational program.
- Plans for sharing student performance information that will keep students and parents well informed of academic progress.
- Acknowledgement of and general plan to meet FERPA requirements.

Form Result

Performance Goals

A. Describe the expected incoming baseline of student academic achievement of students who will enroll in the school. Based upon the expected incoming baseline performance, describe the school's goals for academic growth and improvement that students are expected to show each year and the rationale for those goals. Describe how the school's academic

goals and objectives for improving student learning will be revised if the actual incoming baseline is substantially different than the expected baseline. Describe how success will be evaluated, and the desired overall results to be attained through instruction.

Enter description here

The expected incoming baseline of student academic achievement for Summit Academy Charter School II reflects the most recent PM3 data from Broward County, which we understand will not serve as a benchmark for the 2026-2027 school year. However, according to this data, 63.7% of students are proficient in English Language Arts (ELA), with 14.8% scoring a Level 1 and considered non-passing. In Math, 64.9% are proficient, with 15.2% at Level 1. Science proficiency stands at 63.5%, with 14.4% scoring a Level 1, while Civics has the highest proficiency rate at 77.5%, with 9.5% at Level 1. For specific subgroups, English Language Learners (ELL) have a proficiency rate of 48.9% in ELA and 58.0% in Math, while Exceptional Student Education (ESE) students achieve proficiency rates of 36.6% in ELA and 42.4% in Math.

Summit Academy Charter School II's academic growth and improvement goals are ambitious yet achievable, reflecting the school's commitment to excellence. The academy aims to surpass the district averages by a minimum of 5% in both ELA and Math, 3% in Science, and 10% in Civics.

For ELL students, the goal is to increase ELA proficiency by 10% and Math proficiency by 7%. Similarly, the school seeks to improve ESE proficiency rates by 10% in both subjects. These goals are rooted in the belief that targeted instructional strategies, data-driven interventions, and high expectations can significantly boost student performance.

For subsequent years in the charter, the goal is to continue the percentage gains above the district averages identified above. Although percentages are not required to be identified at this time for subsequent years, the charter school expects to continue to make adequate annual progress.

The rationale for these goals lies in Summit Academy Charter School II's mission to foster academic excellence and close achievement gaps. The school will employ evidence-based practices, including differentiated instruction, intensive progress monitoring, and individualized support for ELL and ESE students. Additionally, Summit Academy Charter School II will provide professional development for teachers to ensure they are equipped with effective strategies for meeting the diverse needs of all learners. By setting high but realistic goals, the school aims to prepare its students for long-term academic success and to exceed state and district expectations.

Revising Goals for Different Baseline: If the actual incoming baseline significantly differs from the expected baseline, we will undertake a thorough analysis to understand the factors contributing to the difference. In collaboration with our instructional leadership team, teachers, and stakeholders, we will adjust our academic goals and objectives accordingly.

Flexibility is key to ensuring that our goals remain realistic and attainable while addressing the specific needs of our students.
Evaluation of Success: The success of our academic goals will be evaluated through a comprehensive assessment process that includes both formative and summative measures. We will use a combination of classroom assessments, standardized tests, progress monitoring, and other data sources to track student performance and growth.
Desired Overall Results: Through instruction, our desired overall results are:

- Demonstrable Growth: All students, regardless of their starting point, should show consistent growth in their academic abilities each year.
- Equitable Outcomes: We aim to eliminate achievement gaps and provide equitable opportunities for all students to excel.
- Mastery of Standards: Students should demonstrate mastery of state standards and essential skills in their respective grade levels.
- Critical Thinking and Problem Solving: Our instruction will foster critical thinking, problem-solving, and application of knowledge.
- Love for Learning: We aspire to instill a love for learning and a sense of curiosity that continues beyond the classroom.

In summary, our school's academic goals are closely tied to the expected incoming baseline of student achievement. Our commitment to continuous improvement, data-driven decision-making, and flexible goal setting will ensure that we provide effective instruction and support to every student, enabling them to achieve their academic potential and become lifelong learners.

B. Describe any mission-specific educational goals and targets for the school not captured by state accountability requirements. State goals clearly in terms of the measures or assessments the school plans to use.

Enter description here

In addition to State accountability requirements, our school has mission-specific educational goals that reflect our unique focus on Humane Sciences and holistic student development. These goals are tailored to our mission and vision, encompassing not only academic achievement but also life skills and wellness, character development, and a sense of community. Here are our mission-specific educational goals and the measures we plan to use to track progress:
Humane Sciences Proficiency:

- *Goal:* To develop students' proficiency in Humane Sciences, including empathy, compassion, ethics, and understanding of the interconnectedness of life.
- *Measures:* We will assess students' understanding of humane principles through project-based assessments, reflective essays, presentations, and discussions. Additionally, student involvement in community service projects will reflect their commitment to these principles.

Ethical Decision-Making:

- *Goal:* To nurture students' ability to make ethical decisions that consider the well-being of individuals, animals, and the environment.
- *Measures:* Students will engage in ethical case studies, debates, and collaborative problem-solving scenarios. Their ability to analyze dilemmas and articulate thoughtful decisions will be assessed.

Well-Being and Wellness:

- *Goal:* To support students' social and emotional growth, helping them develop self-awareness, resilience, and positive relationships.
- *Measures:* We will utilize surveys, self-assessments, and teacher observations to gauge students' emotional well-being, interpersonal skills, and their ability to manage stress and challenges.

Community Engagement:

- *Goal:* To foster a sense of responsibility towards the local and global community by encouraging active involvement and making positive contributions.
- *Measures:* The school will track students' participation in community service projects, their leadership roles, and the impact of their efforts on the community.

Cross-Disciplinary Understanding:

- *Goal:* To cultivate students' ability to connect Humane Sciences concepts with other academic disciplines, fostering a well-rounded understanding.
- *Measures*: Integrated projects and assessments will showcase students' capacity to apply Humane Sciences principles to subjects like science, literature, history, and art.

Student Agency:

- *Goal:* To empower students to take ownership of their learning and personal development, fostering a sense of autonomy and lifelong learning.
- *Measures:* Students' ability to set goals, track progress, and reflect on their learning journey will be assessed through self-assessment tools, portfolios, and student-led conferences.

Collaboration and Empathy:

- *Goal:* To develop students' collaboration skills and empathy by promoting teamwork, effective communication, and understanding of diverse perspectives.
- *Measures:* Collaborative projects, peer evaluations, and role-playing scenarios will demonstrate students' ability to work effectively in groups and empathize with others.

In summary, our mission-specific educational goals encompass a holistic approach to education, focusing on Humane Sciences principles, ethical decision-making, well-being, community engagement, cross-disciplinary understanding, student agency, and collaboration. The measures we plan to use include a combination of assessments, observations, projects, and reflective activities that align with our mission and vision, providing a comprehensive understanding of students' growth and development beyond academic achievements.

Placement and Progression

C. Describe the school's student grade level and course placement procedures.

Enter content here

Our school's student grade level and course placement procedures are designed to ensure that students are placed in the appropriate grade level and courses that align with their academic abilities, needs, and prior educational experiences. These procedures aim to provide a supportive and engaging learning environment for each student. Here's how our placement procedures work:

Enrollment Information Gathering: During the enrollment process, parents and guardians provide information about the student's prior education, transcripts, assessment results, and any records.

Review of Records: Our administrative team reviews the students' academic records, transcripts, and any available standardized test scores to assess their academic background and achievements.

Assessment: Depending on the grade level and courses, students may take placement assessments in subjects like mathematics and language arts to determine their current academic levels.

Individualized Placement: Placement decisions are made based on a combination of factors, including prior academic performance, assessment results, and teacher recommendations.

IEP and 504 Plan Consideration: For students with Individualized Education Plans (IEPs) or 504 plans, their specialized accommodations and goals are considered when determining appropriate grade level and course placements.

Differentiation and Advanced Placement: Gifted and talented students are placed in advanced courses and enrichment programs to challenge and nurture their abilities.

Parent Input: We value parental input and consider any insights parents provide about their child's learning style, strengths, and needs.

Communication: Placement decisions are communicated to parents and students, with an opportunity for discussion and clarification if needed.

Continuous Monitoring: Students' progress is closely monitored throughout the school year. Adjustments may be made based on ongoing assessments and feedback from teachers.

Transition Support: Students transitioning from different educational settings, such as new students joining our school, will receive additional support to ensure smooth adjustment.

Collaboration with Teachers: Teachers play a vital role in assessing student readiness and abilities. Regular communication between teachers and administrators informs placement decisions.

In summary, our school's student grade level and course placement procedures involve a comprehensive approach that considers academic records, assessment results, teacher recommendations, individualized needs, and parent input. By placing students in appropriate courses and grade levels, we aim to create a supportive and challenging learning environment that fosters academic growth and personal development.

D. State whether the applicant intends to use the local school district's pupil progression plan. If not, explain the policies and standards for promoting students from one grade level to the next or provide the pupil progression plan as Attachment E

Enter content here

The school intends to use the local school district's pupil progression plan for promoting students from one grade level to the next. We recognize the importance of aligning with established district policies and standards to ensure consistency and coherence in student advancement. By following the district's pupil progression plan, we aim to provide a seamless educational experience for our students while adhering to recognized best practices and guidelines.

File Upload

Attachment E reduced.pdf

10.13 MB • Added 2 months ago

E. If the school will serve high school students, describe the methods used to determine if a student has satisfied the requirements specified in section 1003.428, F.S., and any proposed additional requirements.

Enter description here

N/A

F. Discuss how and when promotion and graduation criteria will be communicated to parents and students.

Enter content here

Promotion and graduation criteria will be communicated to parents and students through multiple channels to ensure clarity and understanding. At the beginning of the academic year, the criteria will be introduced during orientation sessions, where parents and students can ask questions and discuss expectations. A detailed outline of these criteria will be included in the student handbook, which is distributed to families and available online for easy access throughout the year.

Teachers will review the promotion and graduation requirements with students during classroom discussions, ensuring students understand the benchmarks for academic progress. Parents will also be informed during parent-teacher conferences, where individual student progress can be discussed in relation to promotion or graduation criteria.

The criteria will be highlighted in quarterly progress reports and report cards, giving families a clear indication of how their child is performing relative to the school's expectations. Information will also be shared via school newsletters, email notifications, and the school's website, ensuring that parents and students are kept up to date on any changes or reminders regarding these requirements.

For students at risk of not meeting the criteria, individualized meetings with parents, students, and school counselors will be arranged to develop action plans and provide additional support. Furthermore, workshops or informational sessions may be held to guide families through the promotion and graduation process, ensuring a comprehensive understanding of academic expectations.

Assessment and Evaluation

G. In addition to all mandatory assessments, identify the primary interim assessments the school will use to assess student learning needs and progress throughout the year (including baseline assessments) including a **proposed** assessment schedule as Attachment F. Provide the rationale for selecting these assessments, including an explanation of how these assessments align with the school's curriculum, performance goals, and state standards.

Enter content here

In addition to all mandatory state assessments, the school will implement a comprehensive set of interim assessments to monitor student learning needs and progress throughout the year. These assessments include baseline, formative, and summative evaluations, which will guide instructional adjustments and interventions to meet each student's needs.
Curriculum Growth Assessments:

- Purpose: To measure students' academic progress in reading, math, and language arts from kindergarten through 8th grade. These adaptive tests provide immediate data on individual student performance and growth.
- Rationale: All curriculum is aligned with state standards and offers personalized insights into student achievement, allowing teachers to tailor instruction. It also tracks student growth over time and provides predictions for performance on state assessments.
- Schedule: Administered three times per year—Fall (baseline), Winter (mid-year progress check), and Spring (end-of-year assessment).

i-Ready Diagnostic:

- Purpose: To assess students in reading and mathematics, providing insight into specific skill gaps and instructional needs.
- Rationale: i-Ready is closely aligned with Florida State Standards and integrates directly with classroom instruction, allowing for targeted interventions based on detailed data. It offers personalized learning paths for students to address identified gaps.
- Schedule: Administered three times a year—beginning of the year (BOY), mid-year (MOY), and end of year (EOY).

FAST Progress Monitoring (F.A.S.T.)/ STAR:

- Purpose: To monitor student progress in foundational skills, reading, and mathematics in grades K-8, using the Florida Assessment of Student Thinking (FAST) system and the STAR Assessments.
- Rationale: FAST/STAR align with Florida state standards and provides detailed insights into early literacy and math skills. The assessments track student progress throughout the year to ensure students are on track to meet state benchmarks.
- Schedule: Administered three times annually, in Fall, Winter, and Spring.

Benchmark Assessments:

- Purpose: To evaluate student understanding of key standards in core subject areas.
- Rationale: These district-level assessments provide a uniform measure of progress toward mastery of grade-level standards and prepare students for state-mandated assessments. They align with the school's curriculum and performance goals.
- Schedule: Administered at the end of each academic quarter to monitor progress and readiness for state assessments.

Teacher-Developed Formative Assessments:

- Purpose: To provide frequent, classroom-level data on student progress toward mastery of specific skills and standards.
- Rationale: These assessments allow teachers to adjust instruction in real time based on student performance and ensure that the curriculum is being effectively implemented.
- Schedule: Ongoing, administered weekly or bi-weekly, based on instructional pacing and unit goals.

Assessment Schedule: A detailed proposed assessment schedule is provided as Attachment F, which will outline the timing of each assessment throughout the school year, ensuring adequate time for instruction, review, and preparation.
Rationale for Selecting These Assessments: These assessments were selected because they align with the school's curriculum, performance goals, and state standards. They provide a holistic view of student progress, enabling targeted interventions and personalized learning plans. Additionally, they offer actionable data that can be used to track growth, meet the diverse learning needs of students, and prepare them for success on mandatory state assessments.
The combination of baseline, formative, and summative assessments will ensure that the school is responsive to student needs and can continuously adjust instruction to maximize student achievement. Please see Attachment F.

Attachment F: Proposed assessment Schedule

Attachment F.pdf

1.28 MB • Added 2 months ago

H. Describe how student assessment and performance data will be used to evaluate and inform instruction. Who will be responsible for managing the data, interpreting it for classroom

teachers, and leading or coordinating professional development to improve student achievement?

Enter content here

Student assessment and performance data will play a crucial role in our school's instructional evaluation and improvement process. We are committed to using data-driven decision-making to ensure that instruction is effective, responsive, and aligned with our mission and goals. Here's how we will use data to evaluate and inform instruction:

Data Collection: We will collect a variety of assessment data, including formative assessments, summative assessments, standardized test scores, project outcomes, and student work samples.

Data Analysis: Our data analysis process will involve identifying trends, patterns, strengths, and areas for improvement in student performance.

Instructional Adjustments: Classroom teachers will use data to make informed instructional decisions, such as adjusting teaching strategies, grouping students, and targeting interventions.

Individualized Instruction: Data will help teachers differentiate instruction to meet the diverse needs of students, including those who may need additional support or enrichment.

Professional Learning Communities (PLCs): We will establish PLCs where teachers collaborate to analyze data, share insights, and develop strategies for improving student learning.

Data Review Meetings: Regular data review meetings will be conducted to discuss student progress, instructional adjustments, and the impact of interventions.

Instructional Coaches or Leads: Instructional coaches or leads will support teachers in analyzing data, interpreting trends, and implementing effective instructional strategies.

Data Dashboards: User-friendly data dashboards will be developed to visually represent student performance, making it easier for teachers to identify areas needing attention.

Professional Development: Our instructional leadership team will lead or coordinate professional development sessions focused on interpreting data, using assessment results, and adapting instruction.

Action Plans: Based on data analysis, teachers and instructional leaders will collaboratively develop action plans to address specific areas of improvement.

Differentiated Support: Teachers will use assessment data to identify students who need additional support, ensuring that interventions are targeted and effective.

Growth Monitoring: Data will be used to monitor individual student growth over time, celebrating achievements and adjusting strategies as needed.

Ongoing Reflection: Teachers will regularly reflect on the effectiveness of their instructional choices based on data and

make continuous improvements.

Family Communication: Parents and guardians will be informed of student progress and involved in the data-driven improvement process.

Accountability and Transparency: Our school leadership will be accountable for using data to inform decision-making and will regularly communicate progress to stakeholders.

In summary, student assessment and performance data will be utilized to create a culture of continuous improvement, with teachers, instructional leaders, and data specialists working collaboratively to enhance instruction, support individual student growth, and ensure alignment with our mission and goals.

I. Explain the training and support that school leadership and teachers will receive in analyzing, interpreting, and using performance data to improve student learning.

Enter content here

Training and support in analyzing, interpreting, and using performance data are critical components of our professional development program for leadership and teachers. We recognize the importance of empowering educators with the skills and knowledge to effectively leverage data to enhance student learning outcomes. Here's how we will provide training and support:

Data Literacy Workshops: Regular workshops will be conducted to enhance educators' understanding of different types of assessment data, data analysis techniques, and the interpretation of data trends.

Data Analysis Tools: Educators will receive training on using data analysis tools and software to efficiently manage, visualize, and draw insights from student performance data.

Data-Informed Instructional Strategies: Workshops and training sessions will focus on translating data insights into actionable instructional strategies, tailored to diverse student needs.

Differentiated Instruction: Training will emphasize the use of data to differentiate instruction, enabling educators to personalize learning experiences for each student.

Collaborative Data Review: Professional Learning Communities (PLCs) will be organized to foster collaborative data review and discussion among teachers, facilitating knowledge sharing.

Case Studies and Simulations: Educators will engage in case studies and simulations that simulate real-world data scenarios, enhancing their ability to make data-informed decisions.

Data Dashboards Training: Educators will be trained on using data dashboards to visualize and track student progress, making data interpretation more accessible.

Action Planning Workshops: Workshops will guide educators in developing action plans based on data insights, outlining strategies for addressing specific learning needs.

Coaching and Mentoring: Instructional coaches or mentors will provide ongoing support, offering guidance on data analysis techniques and their application.

Reflective Practices: Teachers will be encouraged to reflect on their teaching practices based on data feedback, fostering continuous improvement.

Family Communication Training: Educators will receive training on how to effectively communicate student progress to parents and guardians using data-driven insights.

Integration with Curriculum Design: Training will highlight the integration of data analysis with curriculum design, ensuring instructional strategies align with data insights.

Student-Centered Focus: All training will emphasize the ultimate goal of improving student learning outcomes and nurturing a student-centered approach.

Continuous Professional Development: Training will be an ongoing process, with opportunities for educators to deepen their data literacy skills over time.

By providing comprehensive training and support, we aim to equip school leadership and teachers with the tools and expertise needed to analyze, interpret, and effectively use performance data. This will enable them to make informed decisions, adapt instruction, and drive continuous improvement in student learning outcomes.

J. Describe the corrective actions the school would take if it falls short of student academic achievement expectations or goals at the school-wide, classroom, sub-group, or individual student level. Explain what would trigger such corrective actions and who would be responsible for implementing it.

Enter content here

Our commitment to student academic achievement is unwavering, and we have established a comprehensive system of corrective actions to address any shortfalls in meeting school-wide, classroom, sub-group, or individual student academic achievement expectations or goals. These actions are designed to identify challenges early, provide targeted interventions, and continuously improve our educational practices. Here's an overview of the corrective actions we would take:

Early Identification of Shortfalls: Regular data analysis will be conducted to identify any deviations from academic achievement expectations. These analyses will be carried out at the school-wide, classroom, sub-group, and individual student levels.

Data Review and Root Cause Analysis: Upon identifying a shortfall, a team of instructional leaders, administrators, and teachers will conduct a detailed root cause analysis to understand the underlying factors contributing to the shortfall.

Targeted Interventions: Based on the root cause analysis, targeted interventions will be developed and implemented to address the specific challenges hindering academic achievement. These interventions may include additional tutoring, differentiated instruction, and more.

Professional Development: Teachers may receive additional professional development to enhance their instructional strategies, ensuring alignment with best practices and students' needs.

Individualized Support Plans: For students experiencing academic challenges, individualized support plans will be developed to outline strategies for improvement, involving teachers, counselors, and parents or guardians.

Parent Communication: Parents or guardians will be informed of their child's academic challenges and involved in the development and monitoring of intervention strategies.

Data-Driven Progress Monitoring: Interventions will be closely monitored through ongoing data analysis to assess their effectiveness. If an intervention is not producing the desired results, adjustments will be made.

Collaboration with Stakeholders: The entire school community, including teachers, parents, administrators, and students, will collaborate to address shortfalls in academic achievement.

Individualized Academic Plans: For students requiring intensive support, personalized academic plans will be created with specific goals, strategies, and milestones.

Frequent Check-Ins: Regular check-ins and progress reviews will be scheduled to evaluate the effectiveness of corrective actions and make informed decisions for further adjustments.

Continuous Improvement Culture: A culture of continuous improvement will be fostered, emphasizing a proactive approach to addressing academic challenges.
Transparency and Accountability: School leadership will take responsibility for the implementation of corrective actions, ensuring transparency and accountability in the process.
Advisory Board Involvement: If needed, the school's advisory board will provide insights and guidance on corrective actions, leveraging their expertise and perspectives.
Evaluation and Documentation: The outcomes of corrective actions, their effectiveness, and any modifications made will be thoroughly documented for future reference.
By promptly identifying academic achievement shortfalls, implementing targeted interventions, involving stakeholders, and maintaining a culture of continuous improvement, we aim to ensure that every student's academic needs are met.

K. Describe how student assessment and performance information will be shared with students and with parents.

Enter content here

We believe in open communication and collaboration between students, parents, and educators, and are committed to sharing student assessment and performance information in a transparent and informative manner. Effective communication fosters student engagement, supports academic progress, and encourages a shared responsibility for success. Here's how we will share student assessment and performance information within 20 days of the student attending the school:

Regular Reporting: Progress reports will be issued on a regular basis to provide an overview of students' academic progress, including grades, assignments, and participation.

Parent-Teacher Conferences: Regular parent-teacher conferences will be held to discuss students' academic achievements, challenges, and goals.

Online Portals: We will provide online portals where parents and students can access real-time information about grades, assignments, attendance, and upcoming assessments.

Individualized Communication: Teachers will communicate with students and parents individually to provide tailored feedback and guidance.

Assessment Summaries: After assessments, summaries will be sent home, explaining the purpose of the assessment, the skills assessed, and strategies for improvement.

Student-Led Conferences: Periodic student-led conferences will allow students to showcase their work, reflect on their progress, and set goals alongside their parents.

Data Dashboards: Interactive data dashboards will be available to provide visual representations of students' performance trends over time.

Personalized Feedback: Teachers will provide specific feedback on assignments and assessments, highlighting strengths and areas for improvement.

Student Portfolios: Students will maintain portfolios showcasing their work, which will be shared with parents to demonstrate growth and achievement.

Classroom Newsletters: Classroom newsletters will highlight student accomplishments, upcoming assessments, and strategies for supporting learning at home.

Student-Led Reflections: Students will be encouraged to reflect on their own performance, set goals, and communicate with their parents about their academic journey.

Workshops and Seminars: Workshops and seminars for parents will be organized to explain assessment strategies, interpretation of data, and ways to support learning at home.

Phone and Email Communication: Teachers and school staff will be available for phone and email communication to address questions and concerns related to student performance.

Transparent Grading Policies: We will provide clear explanations of grading policies, assessment formats, and evaluation criteria to ensure transparency.
Language Accessibility: Communication will be provided in languages that accommodate the diverse linguistic backgrounds of our student body and their families.
By sharing assessment and performance information through multiple channels, tailored to the needs of students and parents, we foster a strong partnership between the school, students, and families, leading to informed decision-making, academic growth, and a supportive environment.

L. Describe the plan for protecting the privacy of individual student academic performance data and other student-related information.

Enter content here

Protecting the privacy of individual student academic performance data and other student-related information is of paramount importance to us. We are committed to maintaining strict confidentiality, adhering to legal requirements, and implementing robust security measures to safeguard this sensitive information. Here's our comprehensive plan for ensuring student data privacy:

Compliance with Laws and Regulations: We will comply with all applicable federal and state laws, including the Family Educational Rights and Privacy Act (FERPA) and Florida Admin. Code R. 6A-1.0955, to ensure the privacy and confidentiality of student data.

Data Encryption: All electronic student data will be encrypted during storage and transmission to prevent unauthorized access.

Secure Data Storage: Student data will be stored in secure, password-protected databases that are accessible only to authorized personnel.

Role-Based Access: Access to student data will be granted based on roles and responsibilities, ensuring that only authorized staff have access to specific information.

Restricted Sharing: Student data will not be shared with third parties unless required by law or with explicit consent from parents or guardians.

Parental Consent: Prior to collecting and storing any student data, we will obtain consent from parents or guardians, clearly explaining the purpose and scope of data collection.

Data Minimization: We will collect only the minimum amount of student data necessary to achieve educational objectives, minimizing any potential risks.

Anonymous Reporting: Whenever possible, student data will be anonymized for analysis and reporting purposes to protect individual identities.

Data Retention Policies: Data retention policies will be established to ensure that student data is retained only for the duration necessary to fulfill educational purposes.

Staff Training: All school staff will undergo training on data privacy laws, best practices, and their responsibilities to protect student data.

Secure Online Platforms: Online platforms and software used for data collection and storage will be carefully selected for their security features and compliance with privacy standards.

Physical Security: Any physical documents containing student data will be securely stored and access will be limited to authorized personnel.

Incident Response Plan: An incident response plan will be in place to address any potential data breaches or privacy

violations, ensuring a swift and effective response.
Transparency and Communication: Parents and guardians will be informed of our data privacy policies, explaining how student data is collected, stored, and used.
Data Audits: Regular audits will be conducted to monitor and assess our data protection measures, identifying areas for improvement.
Our commitment to student data privacy is a fundamental aspect of our school's operations. By following best practices, adhering to legal requirements, and prioritizing security measures, we will ensure that student academic performance data and other student-related information are treated with the utmost care and confidentiality.

Evaluation Criteria: Student Performance

Reviewers will look for:

- An understanding of academic accountability provisions and goals mandated by the state.
- An indication that the applicant will hold high expectations for student academic performance.
- Measurable goals for student academic growth and improvement.
- Promotion standards that are based on high expectations and provide clear criteria for promotion from one level to the next, and for graduation (if applicable).
- Evidence that a range of valid and reliable assessments will be used to measure student performance.
- A proposed assessment plan that is sufficient to determine whether students are making adequate progress.
- Evidence of a comprehensive and effective plan to use student achievement data to inform decisions about and adjustments to the educational program.
- Plans for sharing student performance information that will keep students and parents well informed of academic progress.
- Acknowledgement of and general plan to meet FERPA requirements.

Element Review

Rating/Description
Meets the Standard Added by Adrienne Reynolds at 10/13/2025
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/13/2025

6. Exceptional Students

Reviewer Instructions

The Exceptional Students section should demonstrate an understanding of the requirements of the school to serve all students and provide a concrete plan for meeting the broad spectrum of educational needs and providing all students with a quality education.
Statutory Reference(s):
s. 1002.33(16)(a)3.
Evaluation Criteria:
A response that meets the standard will present:

- A clear description of the programs, strategies and supports the school will provide to students with disabilities that will ensure appropriate access for students with disabilities and that the school will not discriminate based on disability.
- A clear description of how the school will ensure students with disabilities will have an equal opportunity of being selected for enrollment.
- A comprehensive and compelling plan for appropriate identification of students with special needs to ensure they are served in the least restrictive environment possible, have appropriate access to the general education curriculum and schoolwide educational, extra-curricular, and culture-building activities in the same manner as non-disabled students, receive required and appropriate support services as outlined in their Individual Education Plans and 504 plans, and participate in standardized testing.
- An understanding and commitment to collaborating with the sponsor to ensure that placement decisions for students with disabilities will be made based on each student's unique needs through the IEP process.
- An appropriate plan for evaluating the school's effectiveness in serving exceptional students, including gifted.
- A realistic enrollment projection (SWD) and a staffing plan that aligns with the projections.

Form Result

A. Provide the school's projected population of students with disabilities and describe how the projection was made.

Enter content here

Our projected population of students with disabilities is based on careful analysis of historical data, local demographics, and prevailing trends. We are committed to providing an inclusive and supportive educational environment that meets the needs of students with disabilities. While specific numbers may vary, we anticipate the following projected population based on our research and analysis:

Projected Population of Students with Disabilities: Approximately 16.6% of the total student population.

Methodology for Projection:

Historical Data: We have reviewed data from local schools and the FLDOE to understand the percentage of students with disabilities in the region. This historical context helps inform our projection.

Local Demographics: We have considered the local demographic trends, birth rates, and population growth in the catchment area. This analysis was conducted by CBRE, which aids in estimating the potential number of students with disabilities.

Community Outreach: Discussions with parents, caregivers, and community organizations have provided additional insight into the potential number of students with disabilities who may enroll in our school. Three focus groups were conducted in March, May and July of 2025.

Comparable School Data: We have examined data from comparable schools or charter organizations using the FLDOE Broward County Report Card to understand their enrollment trends among students with disabilities.

Legal Requirements: We have ensured that our projected population aligns with legal requirements for providing special education services as mandated by state and federal laws.

Individualized Education Plans (IEPs): We anticipate students with existing IEPs who may be seeking a school environment that meets their needs.

It's important to note that our projection is an estimate based on available information, and the actual population of students with disabilities may vary. Our commitment to providing a full continuum of services and to providing the least restrictive environment while providing inclusive education remains unwavering, and we are prepared to provide appropriate support and services to all students with disabilities who enroll in our school.

B. Describe how the school will ensure that students with disabilities will have an equal opportunity of being selected for enrollment in the charter school.

Enter description here

Our school provides equal opportunities for all students, including those with disabilities, to enroll and thrive in our charter school. We are committed to upholding the principles of inclusivity, accessibility, and equitable treatment. Here's how we will ensure that students with disabilities have an equal opportunity of being selected for enrollment:

Non-Discrimination Policy: Our enrollment policies strictly adhere to federal and state laws that prohibit discrimination based on disability. We do not discriminate against any student with disabilities during the enrollment process.

Open and Transparent Enrollment Process: Our enrollment process is open and transparent, ensuring that information about our school, application procedures, and deadlines is readily available to all prospective families.

Inclusive Application Process: We make accommodations in the application process to ensure that students with disabilities, including mental impairments, can apply without facing barriers. This may include providing alternative formats for application materials or extending application deadlines upon request.

No Disadvantage Due to Disability: Students with disabilities are evaluated based on their qualifications and not their disabilities. We do not consider disabilities as a factor in determining enrollment. The sample student enrollment application is included as Attachment S.

Random Selection and Lottery: In cases where demand exceeds available space, our school uses a random selection or lottery process to ensure fairness. All eligible students, including those with disabilities, have an equal opportunity to be selected.

Individualized Education Plans (IEPs): We work closely with families and educational professionals to ensure that students with IEPs receive appropriate accommodations and services, as required by law. Our commitment to providing a supportive learning environment is extended to all students with disabilities.

Reasonable Accommodations: Our school will make reasonable accommodations to ensure that students with disabilities can fully participate in all aspects of the educational experience, including access to curriculum, extracurricular activities, and school facilities.

Accessibility Considerations: Our physical facilities and digital resources will be designed to be accessible to students with various disabilities. This includes features such as ramps, elevators, assistive technology, and accessible content.

Ongoing Communication: We maintain open lines of communication with families of students with disabilities to

understand their needs, provide updates on enrollment procedures, and answer any questions they may have.

Collaboration with Advocacy Groups: We collaborate with local advocacy groups and organizations that support individuals with disabilities to ensure that our enrollment processes align with best practices and legal requirements.

In summary, our commitment to inclusiveness and equal opportunity ensures that students with disabilities are afforded the same consideration and access to enrollment as any other student. We will continuously strive to create a welcoming and supportive environment that promotes the success and well-being of all students, regardless of their abilities.

C. Describe how the school will work with the sponsor and through the Individual Education Plan (IEP) process when necessary to ensure students with disabilities receive a free appropriate education (FAPE) in the least restrictive environment (LRE).

Enter description here

Our school is dedicated to collaborating with the sponsor, families, and educational professionals to ensure that students with disabilities receive Free Appropriate Public Education (FAPE) in the least restrictive environment (LRE) as mandated by federal and state laws. We recognize the importance of individualized support and tailored education for students with disabilities. Here's how we will work through the IEP process to achieve these goals:

Collaborative Approach: We maintain a collaborative relationship with the sponsor to ensure that our school's policies and practices align with the sponsor's guidelines and expectations for serving students with disabilities.

Identifying Students in Need of Support: We actively identify students who may require special education services through careful assessment, observation, input from families, and previous educational records. If necessary, we will collaborate with the sponsor and families to initiate the IEP process.

Individualized Education Plan (IEP) Development: For students identified as needing special education services, we will convene a team, including parents, educators, and relevant professionals, to develop an IEP. The IEP will outline specific goals, accommodations, modifications, and services tailored to the students' needs and strengths. This same team will be responsible for immediate collaboration with all stakeholders when a new student enrolls with an existing IEP.

Least Restrictive Environment (LRE): We are committed to providing an educational environment that is as inclusive and integrated as possible. We ensure that students with disabilities are placed in the LRE where they can interact with non-disabled peers to the maximum extent appropriate while receiving necessary supports.

Ongoing Monitoring and Support: Our educators, special education professionals, and IEP teams will continuously monitor the progress of students with disabilities and adjust their educational plans as needed to meet their evolving needs.

Professional Development: Our educators will receive ongoing professional development in special education practices, IEP development, and strategies for supporting students in the LRE.

Regular Communication: We maintain open lines of communication with families to ensure that their input is valued in the development and implementation of IEPs. Regular meetings will be scheduled to discuss progress, adjustments, and concerns.

Sufficient Resources and Accommodations: We provide the necessary resources, assistive technology, and accommodations outlined in IEPs to support students with disabilities in their academic pursuits and overall growth.

Advocate for Students' Rights: We uphold the rights of students with disabilities and their families, ensuring that they receive the appropriate services, accommodations, and supports they are entitled to under the law.

Annual Review and Revision: Each student's IEP will be reviewed annually, and if necessary, revised to reflect changes in goals, progress, and needs.

In summary, our school is committed to working collaboratively with the sponsor, families, and professionals to ensure that students with disabilities receive a FAPE in the least restrictive environment. Through a tailored IEP process, ongoing support, and a commitment to inclusivity, we aim to create an educational environment where all students can thrive academically and socially. Although the district does not attend annual IEPs, nor does the district sign as the LEA on the IEP, a district representative will attend and participate in staffing to assist the team in determining eligibility, waiver meetings, and change of placement meetings.

D. Describe the methods the school will use to identify students with disabilities that have not yet been identified

Enter description here

Our school is dedicated to identifying and providing support for students with disabilities who may not yet have been identified. Early intervention and timely identification are crucial to ensuring that these students receive the appropriate resources and accommodations to succeed academically and socially. Here are the methods we will use to identify such students:

Observation and Data Analysis: Teachers, counselors, and other school staff will be trained to observe students' behavior, academic performance, and social interactions. Regular data analysis will help identify students who may be struggling academically or behaviorally.

Universal Screening: We will implement universal screening measures to assess all students' academic and behavioral progress. These screenings can help us identify students who may need additional support or evaluation.

Response to Intervention (RTI): Our school will implement an RTI framework that provides a tiered approach to addressing students' academic and behavioral needs. Through RTI, we can identify students who do not respond to standard interventions and may require targeted support.

Parent and Teacher Input: We value the insights of parents and teachers who interact with students on a daily basis. We will encourage open communication and collaboration to identify students who may need additional assistance.

Classroom and Behavioral Assessments: We will use various assessment tools to evaluate students' academic performance and behavior in the classroom. This can help us identify students who may be struggling and require further evaluation.

Individualized Observations: Special education professionals will conduct individualized observations of students who are suspected of having disabilities. These observations can provide valuable insights into their learning and behavioral patterns.

Review of Records: We will review students' academic records, previous assessments, and any relevant medical or psychological reports to identify potential disabilities that may not have been previously recognized.

Collaboration with Outside Agencies: We will collaborate with external agencies, healthcare professionals, and specialists who may have insights into students' needs and disabilities.

Early Childhood Screening: For students entering our school at an early age, we will implement early childhood screening to identify developmental delays and potential disabilities.

Professional Development: Our staff will receive ongoing professional development on recognizing signs of potential disabilities, ensuring they are equipped to identify students in need.

In summary, our school is committed to a proactive approach to identifying students with disabilities who may not have been previously identified. By using a combination of observation, data analysis, screenings, collaboration, and assessment, we aim to provide early intervention and support to ensure that all students have the opportunity to reach their full potential.

E. Describe the programs, strategies, and supports the school will provide, including supplemental supports and services and modifications and accommodations to ensure the academic success of students with disabilities whose education needs can be met in a regular classroom environment with at least 80% of instruction occurring in a class with non-disabled peers.

Enter description here

Our school is committed to providing a comprehensive range of programs, strategies, and supports to ensure the academic success of students with disabilities who can be educated in a regular classroom environment with at least 80% of instruction occurring alongside non-disabled peers. We recognize the importance of inclusive and personalized education to meet diverse learning needs. Here's how we will achieve this:

Differentiated Instruction: Our educators will use differentiated instruction to tailor lessons to individual learning styles, abilities, and needs. This approach ensures that students with disabilities receive content at their level of understanding while participating in the same classroom environment.

Universal Design for Learning (UDL): Our curriculum will be designed following UDL principles, allowing for multiple means of representation, engagement, and expression. This ensures that instructional materials are accessible to all students, including those with disabilities.

Co-Teaching: We will implement co-teaching models where a special education teacher collaborates with a general education teacher in the same classroom. This partnership of two certified teachers allows for individualized support and accommodation within the regular classroom.

Individualized Education Plans (IEPs): For students with disabilities, IEPs will outline specific goals, accommodations, modifications, and services tailored to their needs. These will guide teachers in providing appropriate support and maintaining a sense of belonging in the classroom.

Small-Group Interventions: We will offer small-group interventions for students who require additional support in specific areas. These interventions can target academic skills, social-emotional development, and other individual needs.

Assistive Technology: Assistive technology tools will be available to students with disabilities to enhance their learning experience. This technology can include text-to-speech software, speech recognition tools, and digital organizers.

Flexible Assessments: Assessments will be designed to accommodate students' individual needs, ensuring that they can demonstrate their understanding in ways that align with their abilities.

Collaborative Planning: Regular collaboration between general education teachers, special education teachers, and support staff will ensure that the instructional needs of all students are met.

Behavioral Supports: We will implement positive behavior interventions to address behavioral challenges and provide a supportive classroom environment for students with disabilities.

Peer Assistance and Mentoring: Students with disabilities will have opportunities to engage with peer mentors who provide academic, social, and emotional support.

Parent Involvement: We value the input of parents in planning their child's education. Regular communication and collaboration with parents ensure that their child's needs are met effectively.

Professional Development: Our educators will receive ongoing professional development to enhance their skills in differentiating instruction, using assistive technology, and implementing effective inclusive practices.

In summary, our school is dedicated to providing a robust set of programs, strategies, and supports to ensure the academic success of students with disabilities in a regular classroom environment. By embracing inclusive practices, individualized support, and a commitment to diversity, we aim to create an environment where all students thrive academically and socially.

F. Describe how the school will work with the sponsor and through the IEP process to determine whether a student with a disability whose education needs require a regular classroom and resource room combination (between 40-80% of instruction occurring with non-disabled peers) can be provided FAPE by the school.

Enter description here

Our school is committed to working collaboratively with the sponsor and through the Individualized Education Plan (IEP) process to determine whether a student with a disability whose education needs require a regular classroom and resource room combination (between 40-80% of instruction occurring with non-disabled peers) can receive a Free Appropriate Public Education (FAPE). We recognize the importance of individualized support and tailored education to meet the unique needs of each student. Here's how we will ensure the provision of FAPE:

Collaborative Decision-Making: Although the district does not attend annual IEPs, nor does the district sign as the LEA on the IEP, a district representative will attend and participate in staffing to assist the team in determining eligibility, waiver meetings, and change of placement meetings. We will collaborate closely with the sponsor, families, and IEP teams to make informed decisions regarding the placement and services needed for students with disabilities.

Evaluation and Assessment: Through thorough evaluation and assessments, we will determine the student's strengths, challenges, and specific needs. This process will guide the development of the student's IEP.

Individualized Education Plan (IEP) Development: The IEP will outline the student's goals, accommodations, modifications, and services needed to ensure their academic success and overall growth. This plan will be developed collaboratively with input from parents, educators, and specialists.

Placement Considerations: We will consider the appropriate balance between regular classroom instruction and resource room support to meet the student's educational needs. Our goal is to provide the least restrictive environment while ensuring access to the necessary services.

Ongoing Monitoring and Progress Assessment: We will closely monitor the student's progress and regularly assess the effectiveness of the support and accommodations outlined in the IEP. Adjustments will be made as needed to ensure the student's success.

Communication and Transparency: We will maintain open lines of communication with parents, keeping them informed of the student's progress, adjustments to the IEP, and changes in services.

Collaboration with Resource Room Staff: Resource room staff and general education teachers will collaborate to ensure a cohesive approach to instruction and support. Regular discussions and sharing of strategies will help provide a seamless experience for the student.

Parental Input and Decision-Making: Parents' input and preferences will be valued in the decision-making process regarding the student's placement and services. Decisions will be made collectively with their involvement.

Regular IEP Meetings: IEP meetings will be scheduled at least annually to review the student's progress, discuss adjustments to the IEP, and determine if the placement is still appropriate.

Professional Development: Our educators will receive ongoing professional development to enhance their skills in providing support and accommodations to students with disabilities.

In summary, our school is committed to a collaborative and student-centered approach when determining the appropriate balance between regular classroom and resource room instruction for students with disabilities. By working together with the sponsor, families, and IEP teams, we aim to provide a FAPE that ensures academic success, growth, and a positive learning experience for every student.

G. Describe how the school will work with the sponsor and through the IEP process to determine whether a student with a disability whose education needs require a separate classroom (less than 40% of instruction occurring with non-disabled peers) can be provided FAPE by the school.

Enter description here

Our school is committed to working collaboratively with the sponsor and through the Individualized Education Plan (IEP) process to determine whether a student with a disability whose education needs require a separate classroom (less than 40% of instruction occurring with non-disabled peers) can receive a Free Appropriate Public Education (FAPE). We recognize that each student's needs are unique, and our goal is to provide the necessary support and resources for their academic success and overall development. Here's how we will ensure the provision of FAPE:

Collaborative Decision-Making: We will collaborate closely with the sponsor, families, and IEP teams to make informed decisions regarding the most appropriate placement and services for students with disabilities.

Comprehensive Evaluation and Assessment: Through thorough evaluation and assessments, we will gain a deep understanding of the student's strengths, challenges, and specific needs. This information will guide the development of a tailored IEP.

Individualized Education Plan (IEP) Development: The IEP will outline the student's goals, accommodations, modifications, and services needed to ensure their academic success, growth, and overall well-being. This plan will be developed collaboratively with input from parents, educators, and specialists.

Consideration of Least Restrictive Environment (LRE): While some students may require a separate classroom, we will always consider opportunities to include them in general education settings to the extent possible, even if at a minimal level.

Intensive Support and Differentiation: For students requiring alternate classroom setting, we will provide intensive support, individualized instruction, and differentiation to meet their unique learning needs. Highly qualified educators and specialists will work collaboratively to deliver appropriate instruction.

Regular Progress Monitoring: We will consistently monitor the student's progress and assess the effectiveness of the support and accommodation outlined in the IEP. Regular adjustments will be made as needed.

Parental Involvement and Communication: Parents will be active in the decision-making process and will be kept informed of their child's progress, adjustments to the IEP, and changes in services.

Transition Planning: Transition planning will be a critical component of the IEP process for students in separate classrooms. We will collaborate with families and students to

create a plan that ensures a smooth transition between educational settings when appropriate.

Regular IEP Meetings: IEP meetings will be scheduled at least annually to review the student's progress, discuss adjustments to the IEP, and determine if the placement meets the student's needs.

Professional Development: Our educators and specialists will receive ongoing professional development to enhance their skills in providing support and accommodations to students with disabilities in separate classroom settings.

In summary, our school is committed to providing a collaborative, student-centered approach when determining the appropriate educational placement for students with disabilities requiring a separate classroom. By working closely with the sponsor, families, and IEP teams, we aim to provide a FAPE that promotes academic success, growth, and a positive learning experience for each student.

H. Describe the plans for monitoring and evaluating the progress and success of students with disabilities to ensure the attainment of each student's goals as set forth in the IEP or 504 plan, including plans for promoting graduation for students with disabilities (high schools only).

Enter description here

Our school is dedicated to the continuous monitoring and evaluation of the progress and success of students with disabilities to ensure the attainment of each student's goals as set forth in their Individualized Education Plan (IEP) or 504 plan. We understand the importance of tracking progress, making data-informed decisions, and making necessary adjustments to support each student's growth. Here's how we will ensure effective monitoring and evaluation:

Data Collection and Progress Tracking: Our educators and specialists will consistently collect data on students' academic performance, behavioral development, and growth. Regular assessments will be conducted to measure students' progress against their IEP goals and objectives.

Individualized Support Plans: For students with IEPs, individualized support plans will be developed to outline specific strategies, accommodations, and services to help them meet their goals. These support plans will be monitored regularly to ensure their effectiveness and relevance.

Goal Review and Adjustments: IEP teams will at least convene annually to review the progress of students with disabilities and discuss the attainment of their goals. Adjustments will be made to the IEPs, if necessary, based on the student's progress and changing needs.

Ongoing Communication: Regular communication will be maintained with parents and caregivers to keep them informed about their child's progress and any adjustments made to their IEP. Parent-teacher conferences, progress reports, and open lines of communication will ensure that families are engaged partners in their child's education.

Data-Informed Decision-Making: Data collected through assessments and observations will be analyzed to inform decisions about instructional strategies, interventions, and supports. This data-driven approach will help tailor instruction to meet individual student needs.

Professional Development: Our educators will receive training in using data to inform instruction, assess progress, and adapt strategies to meet the needs of students with disabilities.

Intervention Strategies: For students facing challenges in achieving their goals, intervention strategies will be implemented promptly to provide additional support. These strategies may include small-group interventions, targeted instruction, or support.

Collaborative Support: Collaboration between general education teachers, special education teachers, and support staff will ensure a cohesive approach to supporting students with disabilities.

Gradual Release of Responsibility: As students make progress, they will be gradually encouraged to take more responsibility for their learning, empowering them to become active participants in their educational journey.

Documentation and Reporting: Progress and assessments will be well-documented, and detailed reports will be maintained to demonstrate the effectiveness of interventions and the achievement of goals.

Comprehensive Testing Support for Students with Disabilities (SWD): The school will provide SWD with appropriate accommodations for standardized assessments, as outlined in each student's Individualized Education Program (IEP) or 504 Plan. IEP teams, including teachers and parents, will review and determine accommodations tailored to individual needs, such as extended time, alternative formats, small-group settings, or assistive technology. Staff will receive training on implementing accommodations consistently and in compliance with state guidelines. Progress monitoring data will guide any necessary instructional adjustments before testing, ensuring equitable access to assessments and adherence to Florida's testing policies for SWD.

Individualized Assessment Accommodations: The school will provide a range of accommodations tailored to meet the specific needs of each SWD, as indicated in their Individualized Education Program (IEP) or 504 Plan. Accommodations may include, but are not limited to, extended testing time, frequent breaks, modified test formats (such as Braille or large print), small-group or individual testing environments, the use of assistive technology, and alternative response formats. These accommodations ensure SWD have the necessary support to demonstrate their knowledge and skills effectively.

IEP Team Collaboration and Planning: The IEP team, which includes educators, specialists, and parents, will collaboratively review each SWD's needs well in advance of testing periods. During this review, the team will confirm or adjust assessment accommodations, ensuring they are appropriate for both the student's current needs and the specific format of the upcoming standardized tests. This process will help tailor supports to the unique requirements of each assessment.

Staff Training and Professional Development: Teachers, proctors, and testing coordinators will participate in professional development to ensure they understand and correctly implement each accommodation. Training will cover state testing protocols, accommodation best practices, and strategies for maintaining test integrity while supporting SWD. Additionally, staff will learn to monitor student well-being

during testing to create a supportive, stress-minimized environment.

Progress Monitoring and Pre-Testing Readiness: The school will utilize continuous progress monitoring throughout the year to assess SWD academic growth and readiness for standardized testing. Data from these assessments will guide individualized instructional adjustments to better prepare students for testing. The school will also conduct practice testing sessions under accommodation conditions, helping students become comfortable with the process and enabling staff to identify any necessary adjustments to support plans.

Adherence to State Guidelines and Compliance: The school will strictly adhere to Florida's Department of Education guidelines for testing accommodations for SWD, ensuring compliance with both state and federal laws, including the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act. The governing board will regularly review testing practices to confirm that the school meets or exceeds compliance requirements, supporting fair and equitable testing experiences for SWD.

This comprehensive plan ensures that SWD are fully supported throughout the testing process, enhancing accessibility and promoting a fair opportunity for all students to succeed.

In summary, our school is committed to thorough and ongoing monitoring and evaluation to ensure the attainment of each student's goals as outlined in their IEP or 504 plan. By maintaining a collaborative approach, data-driven decision-making, and a focus on individualized support, we aim to provide students with the resources they need to thrive academically and personally.

I. Identify the staffing plan, based on the above projection, for the school's special education program, including the number and qualifications of staff.

Enter content here

Our staffing plan for the school's special education program is designed to provide comprehensive support and services to students with disabilities based on the projected population and their diverse needs. The qualifications of our staff are aligned with state requirements and best practices in special education. The following is an outline of our staffing plan:
Special Education Director/Coordinator: 1

- Qualifications: Master's degree in special education or related field, administrative certification, experience in special education leadership.
- Responsibilities: Oversees the entire special education program, manages IEP processes, collaborates with staff and families, ensures compliance with regulations.

Special Education Teachers: 1-2 special education teachers. (Excludes dual certified teachers)

- Qualifications: Bachelor's or Master's degree in special education, appropriate certification.
- Responsibilities: Deliver specialized instruction, develop and implement IEPs, collaborate with general education teachers, assess student progress.

Paraprofessionals/Teacher Assistants: up to 2 if needed

- Qualifications: Appropriate certifications and training in working with students with disabilities.
- Responsibilities: Provide support within classrooms, assist in implementing IEPs, offer individualized assistance to students.

Speech-Language Pathologist: 1

- Qualifications: Master's degree in speech-language pathology, appropriate state licensure.
- Responsibilities: Provide speech therapy, assessments, and interventions for students with communication disorders.

Counselor/Social Worker: 1

- Qualifications: Master's degree in counseling or social work, appropriate state licensure.
- Responsibilities: Provide support, counseling, and interventions for students with emotional or behavioral needs.

Professional Development: All staff members in the special education program will receive ongoing professional

development to stay updated on best practices, regulations, and the latest strategies in special education.

In summary, our staffing plan is designed to ensure that students with disabilities receive the support and services they need to succeed academically, socially, and emotionally. Our team is committed to fostering an inclusive and supportive learning environment for all students.

J. Describe how the school's overall effectiveness in serving exceptional education students will be evaluated.

Enter description here

The school's overall effectiveness in serving exceptional education students will be evaluated through a comprehensive and multi-faceted approach that considers academic progress, social and emotional growth, parent and student satisfaction, compliance with legal regulations, and ongoing collaboration with stakeholders. The evaluation process will be ongoing and data-driven, aiming to continually enhance the quality of support and services provided. Here's how we will evaluate the effectiveness of our special education program:

Academic Progress: Regular assessment of students' academic progress will be conducted, comparing their performance against IEP goals and state standards. Standardized test scores, classroom assessments, and progress monitoring data will be analyzed to measure growth over time.

IEP Compliance: The accuracy and timeliness of IEP development, implementation, and monitoring will be assessed to ensure that each student's needs are being addressed appropriately.

Student Growth and Achievement: Individual student growth over time will be evaluated, considering their starting point and the progress made toward their personalized goals.

Life Skills Development: The school will track students' growth, behavior improvement, and engagement in school activities through observations, assessments, and feedback from teachers and counselors.

Parent and Student Satisfaction: Surveys and feedback from parents and students will be collected to gauge their satisfaction with the special education program, services, and support.

Collaboration and Communication: The effectiveness of collaboration between special education and general education teachers, support staff, and families will be evaluated to ensure a cohesive approach to student support.

Professional Development: The ongoing professional development provided to special education staff will be assessed to ensure they are equipped with the skills and knowledge necessary to meet students' needs effectively.

Data Analysis: Data collected through assessments, progress monitoring, and feedback will be analyzed to identify trends, areas of improvement, and successes.

Continuous Improvement Plan: Based on the evaluation findings, the school will develop a continuous improvement plan that outlines actionable steps to enhance the quality of support and services for exceptional education students.

External Review: Periodic external reviews by third-party evaluators or consultants will provide an objective perspective

on the school's effectiveness in serving exceptional education students. This cost will be incurred by the ESP.

In summary, our school is committed to a comprehensive evaluation process that considers academic progress, growth, parent and student satisfaction, compliance, and collaboration. By continuously assessing our efforts and making data-driven improvements, we will ensure that our special education program effectively meets the diverse needs of all exceptional education students and fosters their success in both academic and personal domains.

K. Describe how the school will serve gifted and talented students.

Enter description here

Our school is dedicated to providing a supportive and enriching educational experience for gifted and talented students. We recognize that these students have unique learning needs and abilities that require specialized attention to help them reach their full potential. Here's how we will serve gifted and talented students:

Differentiated Instruction: Our educators will use differentiated instruction to tailor learning experiences to the strengths, interests, and readiness levels of gifted and talented students. Advanced content, accelerated pacing, and challenging assignments will be provided to ensure these students remain engaged and appropriately challenged.

Enrichment Opportunities: We will offer a range of enrichment opportunities such as advanced courses, honors classes, and other school based specialized/enrichment programs that allow gifted and talented students to delve deeper into their areas of interest.

Individualized Learning Plans: Individualized learning plans will be developed for gifted and talented students to outline personalized academic goals, challenges, and opportunities for growth.

Advanced Curriculum: Advanced and specialized curriculum will be provided across various subjects, allowing gifted and talented students to explore complex concepts and engage in advanced projects.

Independent Study and Research Projects: Gifted and talented students will have the chance to pursue independent study projects and research, fostering a sense of curiosity, exploration, and self-directed learning.

Flexible Grouping: Flexible grouping practices will be implemented, allowing gifted and talented students to collaborate with peers of similar abilities on challenging projects and activities.

Mentorship and Expert Guest Speakers: Gifted and talented students will have opportunities to connect with mentors, experts, and guest speakers in their fields of interest.

Competitions and Challenges: Students will be encouraged to participate in academic competitions, challenges, and contests that align with their interests and strengths.

Project-Based Learning: Gifted and talented students will engage in project-based learning experiences that encourage critical thinking, problem-solving, and creativity.

Professional Development: Our educators will receive ongoing professional development to enhance their ability to identify and support the needs of gifted and talented students.

Parent Engagement: We will actively involve parents in the education of their gifted and talented children, providing

resources, workshops, and opportunities for collaboration.
Peer Networks: Gifted and talented students will have the chance to connect with peers who share their interests and abilities, fostering a sense of community and mutual support.
Regular Assessment and Adjustment: The progress of gifted and talented students will be closely monitored through assessments and ongoing dialogue, allowing us to adjust instruction as needed.
In summary, our school is committed to providing gifted and talented students with a learning environment that fosters their unique abilities, supports their passions, and challenges them to excel academically and personally. Through personalized instruction, enrichment opportunities, and a supportive community, we aim to empower these students to become lifelong learners and leaders in their chosen fields.

Evaluation Criteria: Exceptional Students

Reviewers will look for:

- A clear description of the programs, strategies and supports the school will provide to students with disabilities that will ensure appropriate access for students with disabilities and that the school will not discriminate based on disability.
- A clear description of how the school will ensure students with disabilities will have an equal opportunity of being selected for enrollment.
- A comprehensive and compelling plan for appropriate identification of students with special needs to ensure they are served in the least restrictive environment possible, have appropriate access to the general education curriculum and schoolwide educational, extra-curricular, and culture-building activities in the same manner as non-disabled students, receive required and appropriate support services as outlined in their Individual Education Plans and 504 plans, and participate in standardized testing.
- An understanding and commitment to collaborating with the sponsor to ensure that placement decisions for students with disabilities will be made based on each student's unique needs through the IEP process.
- An appropriate plan for evaluating the school's effectiveness in serving exceptional students, including gifted.
- A realistic enrollment projection (SWD) and a staffing plan that aligns with the projections.

Notes

Concern was added at 10/10/2025 02:58 PM by Paley Munn

Reviewed by Paley Munn, CSM/SD; Maribel Lauzurique, ESE Department
The Charter Application Failed to clearly identify the appropriate team members for the IEP Process for Students with Disabilities. What is the School's plan to ensure the appropriate team members are in attendance for IEP meetings?

The Charter Application Failed to state they will employ certified staff to serve Gifted students. What is the School's plan to ensure they employ certified staff to serve Gifted students?
The Charter Application Failed to include the distribution of Quarterly Progress Reports for Students with Disabilities and Gifted students. What is the School's plan for ensuring quarterly distribution of Quarterly Goal Progress Reports with data-based comments for Students with Disabilities and Gifted Students?
The Charter Application Failed to include procedures for Extended School Year (ESY). What is the School's plan to ensure access to ESY for applicable Students with Disabilities?
The Charter Application Failed to include the distribution of Procedural Safeguards for Students with Disabilities and Gifted students. What is the School's plan to ensure for the distribution of Procedural Safeguards for Students with Disabilities and Gifted students at the appropriate times?

Element Review

Rating/Description
Partially Meets the Standard Added by Paley Munn at 10/10/2025
Partially Meets the Standard Added by Maribel Lauzurique at 10/10/2025
Partially Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/13/2025

7. English Language Learners

Reviewer Instructions

The English Language Learners section should demonstrate an understanding of the requirements of the school to serve English Language Learner students and provide a concrete plan for meeting the broad spectrum of educational needs and providing all students with a quality education.
Statutory Reference(s):
s. 1002.33(10)(f)
Evaluation Criteria:
A response that meets the standard will present:

- Demonstrated understanding of legal obligations regarding the education of English Language Learners.
- A comprehensive and compelling plan for educating English Language Learner students that reflect the full range of programs and services required to provide all students with a high-quality education.

- A clear plan for monitoring and evaluating the progress of ELL students, including exiting students from ELL services.
- Demonstrated capacity to meet the school's obligations under state and federal law regarding the education of English Language Learners.
- A realistic enrollment projection (ELL) and a staffing plan that aligns with the projections.

Form Result

A. Describe how the school will meet the needs of English Language Learners as required by state and federal law, including the procedures that will be utilized for identifying such students, ensuring that they have equitable access to the school's programming and communicating with their families.

Enter description here

Our proposed charter school is committed to meeting the needs of English Language Learners (ELLs) as mandated by both state and federal laws. Our approach ensures that ELL students receive equitable access to our programming while fostering a supportive and inclusive learning environment. The school will ensure that they meet all legal obligations regarding the education of English Language Learners. Here's an overview of how we will address these requirements:

Identifying ELL Students: We will employ standardized assessment tools such as the Home Language Survey and WIDA to identify ELL students and determine their English proficiency levels. These assessments will include language proficiency tests and evaluations of language and literacy skills and will be administered by the ELL Coordinator or trained staff. Additionally, we will collaborate with previous schools and utilize student records to identify ELL students entering our program.

Equitable Access to Programming: To ensure equitable access to our programming, we will implement the following strategies:

ESOL Curriculum Integration: English for Speakers of Other Languages (ESOL) instruction will be seamlessly integrated into the curriculum across subjects. This approach supports language development while allowing ELL students to engage with core content.

Differentiated Instruction: Our teachers will differentiate instruction based on ELL students' language proficiency levels, learning styles, and academic needs. This personalized approach supports individual progress and success.

Language Support: ELL students will receive language support services through small-group instruction, peer mentoring, and specialized resources. This assists them in developing English language skills required to engage fully in the curriculum.

Communication with Families: We are committed to fostering strong communication with ELL students' families and adopting all federally and locally mandated communication regulations and timelines. This will include but is not limited to:

Cultural Competency: Our staff will receive training to develop cultural competency, ensuring effective communication and understanding with families from diverse linguistic and cultural backgrounds.

Translation Services: We will provide translation services for important documents, such as newsletters, school policies, and event announcements, enabling families to stay informed.

Bilingual Staff: We will strive to have bilingual staff members who can effectively communicate with ELL students and their families in their preferred languages. Will also have an ELL

interventionist for any language whose student population exceeds 15.

Parent Engagement Workshops: We will host workshops to help families understand the school system, our curriculum, and their role in supporting their child's education.

Professional Development: Our educators will undergo professional development to enhance their expertise in teaching ELL students. This training will encompass language acquisition strategies, differentiated instruction, and effective ways to support language development across subjects.

In summary, our school is committed to providing ELL students with equitable access to education, aligning with state and federal requirements. By integrating ESOL instruction, employing differentiated strategies, facilitating effective communication, and fostering a culturally inclusive environment, we ensure that ELL students thrive academically and socially while celebrating their unique linguistic and cultural identities.

B. Describe specific instructional programs, practices, and strategies the school will employ to ensure academic success and equitable access to the core academic program for these students, including those below, at, or above grade level.

Enter description here

Our school is dedicated to ensuring academic success and equitable access to the core academic program for English Language Learners (ELLs) across all proficiency levels, including those below, at, or above grade level. We are committed to implementing specific instructional programs, practices, and strategies that cater to the diverse needs of ELL students:

Sheltered Instruction: For ELLs in middle school below grade level, we will utilize sheltered instruction techniques. This approach involves modifying language complexity while maintaining the integrity of content. Teachers will use simplified language, visual aids, and hands-on activities to facilitate comprehension of core subject matter.

Differentiated Instruction: Differentiated instruction will be a cornerstone of our approach for ELLs across all proficiency levels. Teachers will tailor instruction based on individual students' language abilities, learning styles, and academic needs. This includes providing additional support, extension activities, and varied resources.

Scaffolding: For ELLs at or slightly below grade level, we will employ scaffolding strategies to gradually build their language skills while advancing their understanding of core content. This involves providing prompts, graphic organizers, and structured activities to support comprehension.

Collaborative Learning: Collaborative learning will be encouraged for ELLs at all levels. Working in groups allows ELL students to engage with peers, practice language skills, and learn from one another's perspectives.

Language Immersion: ELL students at higher proficiency levels will benefit from language immersion techniques. We will encourage them to engage in discussions, presentations, and projects that require advanced language skills, promoting further language development.

Vocabulary Development: A focus on vocabulary development will be central to our instruction for ELLs at all levels. We will integrate explicit vocabulary instruction, context-based word learning, and interactive activities to expand students' language repertoire.

Modified Assessment: For ELLs, assessments will be designed with language proficiency in mind. We will ensure that assessments align with language capabilities and provide alternative assessment methods that allow students to demonstrate their understanding effectively.

Cultural Relevance: Incorporating culturally relevant content and examples will enhance ELL students' engagement and comprehension. This strategy helps bridge linguistic and cultural gaps while making learning meaningful.

Family Involvement: Engaging families in ELL students' education is vital. We will host workshops, provide resources, and maintain open lines of communication to empower families to support their child's academic journey.

Professional Development: Our educators will receive ongoing professional development focused on effective ELL strategies, linguistics, cultural competency, and differentiated instruction. This ensures that teachers are equipped to address the unique needs of ELL students.

In summary, our instructional programs, practices, and strategies for ELLs encompass a holistic approach to cater to diverse proficiency levels. By employing sheltered instruction, differentiation, scaffolding, collaborative learning, and more, we will ensure that ELL students receive equitable access to the core academic program while fostering academic success and language development.

C. Provide plans for monitoring and evaluating the progress and success of ELL students, including exiting students from ELL services.

.

Enter content here

Our school is dedicated to the ongoing monitoring and evaluation of the progress and success of English Language Learners (ELL) students. Our plans encompass a comprehensive approach that includes regular assessments, data analysis, collaborative discussions, and a clear framework for exiting students from ELL services when they have achieved language proficiency. Here's an outline of our monitoring and evaluation plans:

Initial Language Proficiency Assessment: Upon enrollment and depending on the Home Language Survey, ELL students will undergo an initial language proficiency assessment within the first twenty days to determine their English language proficiency levels. If the student is not assessed within 20 days, the period is extended to an additional 20 days, and parents are notified in writing. This assessment will provide baseline data that informs instructional planning. (WIDA Screener)

Formative Assessments: Formative assessments will be conducted regularly to gauge ELL students' progress in language acquisition and content comprehension. These assessments will be both informal (observations, classwork) and formal (quizzes, presentations), providing ongoing insights into students' development.

Data Analysis and Progress Tracking: Teachers and instructional leaders will regularly analyze assessment data to track individual students' progress over time. This data-driven approach will guide instructional decisions and interventions for ELL students.

Collaboration and Professional Learning Communities: Teachers will collaborate in professional learning communities to discuss student progress, share successful strategies, and address challenges. These collaborative discussions will foster a supportive environment for refining instructional approaches.

Exit Criteria and Process: Students will exit ELL services based on ACCESS for ELLS 2.0 for the State of Florida. This will be based on established criteria, which include achieving proficiency in language skills and demonstrating consistent academic performance. The exit process will involve collaboration among ELL teachers, classroom teachers, parents, and administrators.

Parent Involvement: Parents will be engaged in the progress monitoring process through regular updates on their child's language development and academic performance. Meetings will be held to discuss assessment results, set goals, and collaboratively plan for support.

Transition Support: Students who exit ELL services will receive transition support to ensure their continued success. This may

include ongoing monitoring, targeted intervention, and assistance in adapting to standard classroom expectations.

Periodic Review and Reflection: The school leadership team will periodically review the effectiveness of our ELL support programs and make adjustments based on outcomes and feedback. This ongoing review process ensures continuous improvement.

Professional Development for ELL Educators: Our ELL educators will participate in professional development focused on monitoring and evaluation strategies for ELL students. This training will equip them with the knowledge and skills needed to effectively track progress and make informed decisions.

In summary, our plans for monitoring and evaluating ELL students' progress encompass a holistic approach that ensures ongoing assessment, data analysis, collaboration, and transparent communication with families. With a clear exit criteria and transition support framework, we aim to guide ELL students towards language proficiency and academic success while continuously refining our instructional approaches.

D. Describe the staffing plan for the school's English Language Learner program, including the number of and proposed qualifications of staff.

Enter description here

Our staffing plan for the English Language Learner (ELL) program is designed to provide comprehensive support to ELL students across different proficiency levels. Our goal is to create an environment where ELL students can thrive academically, socially, and linguistically. The staffing plan includes the following components:

ELL Teachers: Teachers who specialize in English language acquisition and instruction in addition to their content area certification. These teachers will be responsible for providing targeted language support, designing differentiated instruction, and collaborating with classroom teachers to ensure ELL students' success. Proposed qualifications for ELL teachers include:

- A bachelor's or master's degree in English as a Second Language (ESL), TESOL (Teaching English to Speakers of Other Languages), or a related field.
- State certification in ESL or ESOL.
- Knowledge of effective ELL instructional strategies and methodologies.
- Strong communication skills and cultural sensitivity.

Classroom Teachers: All classroom teachers will receive training in ELL strategies and differentiation to effectively support ELL students in mainstream classrooms. They will collaborate closely with ELL teachers to align instruction, develop appropriate content modifications, and address individual student needs.

School Based ELL Coordinator: A School Based ELL coordinator will oversee the implementation of the ELL program, collaborate with instructional leaders, and provide ongoing professional development for teachers. The ELL coordinator will also ensure that ELL students' progress is monitored, and data-driven decisions are made to support their academic growth.

Support Staff: Depending on the size of our ELL student population, we may allocate additional support staff, such as paraprofessionals or teacher assistants, to provide one-on-one or small-group assistance to ELL students.

Professional Development: Continuous professional development will be provided to all staff involved in the ELL program. This training will cover best practices in ELL instruction, cultural competence, assessment strategies, and collaboration between ELL and content teachers.

Bilingual Support: Whenever possible, we will strive to hire bilingual staff members who can communicate effectively with ELL students and their families in their native languages.

Bilingual staff members facilitate smoother communication and a more inclusive environment.
Experience and Expertise: We will prioritize hiring ELL teachers with experience working with diverse student populations and a proven track record of improving English language proficiency and academic achievement.
Based on Broward County's current English Language Learner (ELL) population of approximately 15.0%, as reported by the County Report Card 2024-2025 published by the FLDOE, we project that ELL students will comprise a similar percentage of our enrollment. This projection will guide our staffing plan, ensuring sufficient resources to support ELL students effectively. Our plan includes hiring certified ESOL instructors and providing targeted professional development for all teachers to equip them with strategies to support language acquisition. Additionally, we will monitor enrollment trends and adjust staffing as needed to maintain adequate support for our ELL students, ensuring alignment with our projections and commitment to inclusive education.
In summary, our staffing plan for the ELL program is designed to provide comprehensive support that addresses the diverse needs of ELL students. Through a team of qualified ELL teachers, collaboration with classroom teachers, ongoing professional development, and a focus on cultural competence, we aim to create an inclusive and supportive learning environment that promotes academic success and language acquisition for all ELL students.

Evaluation Criteria: English Language Learners

Reviewers will look for:

- Demonstrated understanding of legal obligations regarding the education of English Language Learners.
- A comprehensive and compelling plan for educating English Language Learner students that reflect the full range of programs and services required to provide all students with a high- quality education.
- A clear plan for monitoring and evaluating the progress of ELL students, including exiting students from ELL services.
- Demonstrated capacity to meet the school's obligations under state and federal law regarding the education of English Language Learners.
- A realistic enrollment projection (ELL) and a staffing plan that aligns with the projections.

Notes

Note was added at 10/14/2025 01:39 PM by Vanessa Friedman

This section was reviewed by Leyda Sotolongo and Vanessa Friedman

Question was added at 10/14/2025 01:40 PM by Vanessa Friedman

What languages will you provide home-school communication in?

Concern was added at 10/14/2025 01:40 PM by Vanessa Friedman

The application failed to provide procedures for convening ELL Committee Meetings. 6A-6.0902
The application failed to provide procedures for creating and maintaining required documentation for ELLs. 6A-6.0902
The application failed to demonstrate and understanding of the requirement to provide extension of services. 6A-6.0902
The application failed to identify allowable accommodations for state, district and classroom assessments. 6A-6.09091
The application failed to provide a clear understanding of district policies and procedures for exiting ELLs from the English for Speakers of Other Languages Program. 6A-6.0903

Question was added at 10/14/2025 01:41 PM by Vanessa Friedman

Will you be following/adopting the state approved District K-12 ESOL Program Plan?
*For the 2026-2027 school year, the district will be using the WIDA Screener for Kindergarten and the WIDA Screener Online for identification & placement in the ESOL program.

Element Review

Rating/Description
Partially Meets the Standard Added by Vanessa Friedman at 10/14/2025
Partially Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/14/2025

8. School Culture and Discipline

Reviewer Instructions

The School Climate and Discipline section should describe the learning environment of the school and provide evidence that the school will ensure a safe environment conducive to learning.
Statutory Reference(s):
s. 1002.33(7)(a)7.; s. 1002.33(7)(a)11.
Evaluation Criteria:
A response that meets the standard will present:

- A planned school culture that is consistent with the school's mission and congruent with the student discipline policy.
- An approach to classroom management and student discipline that is consistent with the overall school culture and philosophy.

- Recognition of legal obligations and children’s rights related to enforcing student discipline, suspension, and recommended expulsion, including the school’s code of conduct, if available.
- Consideration of how the code of conduct will apply to students with special needs.
- Appropriate and clear roles of school administrators, teachers, staff, and the governing board regarding discipline policy implementation.

Form Result

A. Describe the culture or ethos of the proposed school. Explain how it will promote a positive academic environment and reinforce student intellectual and social development.

Enter content here

The culture and ethos of our proposed school are rooted in fostering a dynamic, inclusive, and empathetic learning environment that promotes a positive academic atmosphere and nurtures student intellectual and social development. Our school culture is designed to cultivate well-rounded individuals who excel academically, exhibit strong character, and contribute positively to their communities. Here's how we plan to achieve this:

Culture of Empathy and Inclusion: Our school places a strong emphasis on empathy, understanding, and acceptance. We create an environment where students respect and celebrate each other's differences, embracing diverse perspectives and experiences. This culture of inclusion helps students develop strong interpersonal skills, promoting a sense of belonging and well-being.

Ethical Responsibility: We instill a sense of ethical responsibility in our students, encouraging them to make ethical choices and exhibit integrity in all aspects of their lives. We believe that character development is intertwined with academic success and societal contributions.

Inquiry-Based Learning: Our culture encourages curiosity and critical thinking. Students are encouraged to ask questions, explore topics deeply, and develop a passion for learning. This approach not only enhances academic growth but also fosters independent thinkers who are well-prepared for future challenges.

Collaborative Environment: We promote collaboration and teamwork, both in academic endeavors and in extracurricular activities. Collaborative projects and group discussions help students develop strong communication skills, learn from peers, and appreciate the value of collective effort.

Ethical Decision-Making: Our school ethos emphasizes the importance of ethical decision-making. Through ethical dilemmas, discussions on real-world challenges, and exposure to humane sciences, students develop the ability to make informed and morally sound choices.

Student-Centered Approach: We prioritize the well-being, growth, and development of each student. This student-centered approach ensures that students are supported in their academic pursuits while also receiving the necessary guidance to develop emotionally and socially.

Global Awareness: We nurture a global perspective, encouraging students to understand their roles as responsible citizens in a globalized world. Cultural awareness, international collaborations, and exploration of global issues are integral to our ethos.

Mentorship and Role Models: Teachers, staff, and older students serve as mentors and role models, guiding younger students in their academic, social, and personal development. This mentorship fosters a sense of belonging and offers guidance in navigating challenges.

Celebrating Achievements: We celebrate both academic and character achievements, reinforcing positive behavior, academic excellence, and contributions to the community. Recognizing accomplishments encourages students to strive for success in all aspects of their lives.

In summary, our school culture and ethos are centered on empathy, ethical responsibility, critical thinking, collaboration, and global awareness. This holistic approach not only creates a positive academic environment but also empowers students to become well-rounded individuals who contribute positively to society and make a meaningful impact in the world.

B. State whether the applicant intends to use the local school district's code of conduct policy. If the applicant does not intend to use the local school district's code of conduct policy, describe in detail the school's approach to student discipline. If already developed, provide the proposed discipline policy or student code of conduct as Attachment G. Taken together, the narrative and code of conduct (if provided) should:

- Explain the practices the school will use to promote discipline, including both penalties for infractions and incentives for positive behavior;
- List and define the offenses for which students must (non-discretionary) and may (discretionary) be suspended or recommended to the local school district for expulsion;
- Describe the roles of administrators, teachers, staff, and the governing board regarding the discipline policy;
- Provide an explanation of how the school will take into account the rights of students with disabilities in disciplinary actions and proceedings;
- Describe procedures for due process when a student is suspended or recommended to the local school district for expulsion as a result of a violation, including a description of the appeals process that the school will employ for students facing recommended expulsion and a plan for providing services to students who are out of school for more than ten days; and
- Explain the process for informing students and parents about their rights and responsibilities under the code of conduct.

Enter content here

To develop a comprehensive and compliant student discipline policy, it’s essential to integrate both the Broward County School District Code of Conduct and federal law. Here’s how each element aligns:

The discipline policy should reflect a positive, respectful school environment, aligning with the school's mission. Broward's Code of Conduct emphasizes a safe, inclusive, and respectful environment where student behaviors promote academic success and well-being. This should be central to the school's culture, creating consistency between day-to-day activities and long-term goals.

The approach to classroom management and discipline should be aligned with the school's overall philosophy. The Broward Code encourages a proactive discipline model, which uses positive reinforcement and restorative practices to reduce the need for punitive measures. This creates a learning-focused, rather than punishment-focused, atmosphere.

A clear chain of responsibility for implementing the discipline policy ensures it is applied consistently. The Broward Code outlines roles, stating that teachers are responsible for managing classroom behavior, while administrators handle more serious disciplinary actions. The governing board has oversight to ensure the policy aligns with legal and ethical standards, while ensuring transparency with parents and the community.

By integrating these elements, the school's discipline policy will ensure alignment with its mission, uphold student rights, and maintain a safe and inclusive environment for all learners. The applicant intends to use the local school district's code of conduct policy for our school's code of conduct. We recognize the importance of consistency and alignment with district policies to ensure a safe and supportive learning environment for our students. In order to ensure that students and parents are informed about their rights and responsibilities, the Broward Public Schools (BCPS) Code of Student Conduct and the school’s Student-Parent Handbook will be distributed to families at the beginning of each year and/or upon enrollment at the school, and will be available on the school’s website. To ensure full compliance with the BCPS Code of Student Conduct, Summit Academy Charter School II will implement the following strategies:

Adoption of the Latest BCPS Code of Student Conduct: Summit Academy Charter School II will adopt the most current version of the BCPS Code of Student Conduct and will annually review it to ensure all policies, including SESIR (School Environmental Safety Incident Reporting) codes, are up to date. The school will incorporate any updates from BCPS to ensure

that its discipline policies are fully aligned with district requirements. A dedicated staff member will be responsible for maintaining updated copies of the code and ensuring all staff members are familiar with the latest guidelines.

Staff Training on Discipline and Conduct: The school will participate in **ongoing discipline training** sessions provided by Broward Public Schools. This will include attending mandatory district discipline updates, professional development sessions, and any workshops related to behavior management and student discipline throughout the school year. These trainings will ensure that staff are well-versed in the latest discipline protocols and capable of implementing them effectively.

Implementation of SESIR Codes: Summit Academy Charter School II will use the most **up-to-date SESIR codes** as outlined by Broward Public Schools. Regular audits of SESIR data will be conducted to ensure accurate reporting and compliance with state and district guidelines.

Monitoring and Review of Discipline Procedures: The school will establish a system to regularly monitor adherence to the BCPS Code of Student Conduct. This includes reviewing discipline data, implementing corrective actions, and revisiting policies as needed to maintain compliance. The school's administrative team will meet quarterly to evaluate discipline procedures and make necessary adjustments to align with district expectations.

As a charter school operating within Broward County, we adhere to Florida Statutes regarding student discipline while maintaining our autonomy in developing specific policies. When a student is suspended or recommended for expulsion, we follow procedures outlined in Section 1006.09, Florida Statutes, which governs due process for student discipline.

In cases of suspension, the student will be informed of the reasons for the suspension and given the opportunity to respond. If the suspension is for a period of less than 10 days, the principal or their designee will notify the parent or guardian within 24 hours. Summit Academy Charter School II recognizes that only the Broward County School Board has the authority to expel a student. If a student is suspended for more than 10 days, or if expulsion is recommended, the school will provide written notice to the parent or guardian, and the student will be referred to the Broward County School Board with a recommendation for expulsion. In this event the school will work collaboratively with the school district to develop a plan for providing services to students who are out of school for more than ten days.

A student shall be subject to involuntary withdrawal from the school if (a) the student commits a material violation of the Broward County Code of Student Conduct (such as a Level III or IV offense), which complies with IDEA, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act for

students with disabilities, and (b) if applicable, it has been determined, through the procedures contained in Florida Admin Code R. 6A-6.03312, that a student's behavior is not a manifestation of the student's disability or (c) the student fails to maintain eligibility, such as residency requirements. The school's dismissal policy affords students with due process, including written notice and an opportunity to challenge the grounds for removal. Summit Academy Charter School II's dismissal policy is more thoroughly described in the school's Student-Parent Handbook, which is included as Attachment G.

The school shall not withdraw a student involuntarily for poor academic performance or for a minor infraction of the Code of Conduct. Summit Academy Charter School II will ensure that no pressure, coercion, negotiation or other inappropriate inducement will be used to attempt to have parents or guardians withdraw students from the school.

For students with disabilities, all actions for dismissal shall be in compliance with IDEA, Section 504 of the Rehabilitation Act, the ADA, and Florida law, including Florida Admin. Code R. 6A-6.03312.

By adopting these measures, Summit Academy Charter School II will ensure compliance with the Broward Public Schools Code of Student Conduct and maintain high standards of discipline and student behavior management. For additional information, please refer to the Student Code of Conduct found in Attachment G.

Attachment G: Proposed discipline policy or student code of conduct, if applicable

Attachment G.pdf

13.96 MB • Added 2 months ago

Evaluation Criteria: School Culture and Discipline

Reviewers will look for:

- A planned school culture that is consistent with the school's mission and congruent with the student discipline policy.
- An approach to classroom management and student discipline that is consistent with the overall school culture and philosophy.
- Recognition of legal obligations and children's rights related to enforcing student discipline, suspension, and recommended expulsion, including the school's code of conduct, if available.
- Consideration of how the code of conduct will apply to students with special needs.
- Appropriate and clear roles of school administrators, teachers, staff, and the governing board regarding discipline policy implementation.

Element Review

Rating/Description
Meets the Standard Added by Debra Kearns at 10/07/2025
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/13/2025

9. Supplemental Programming

Reviewer Instructions

Supplemental Programming
The Supplemental Programming section should describe extra and co-curricular activities offered by the school. This section is optional.
Statutory Reference(s):
NA
Evaluation Criteria:
A response that meets the standard will present:

- A clear description of extra- and co-curricular activities that support, and do not detract from, the educational program.
- Evidence of an adequate funding source for extra- and co-curricular activities.
- Lack of supplemental programming may not be a basis for denial.

Form Result

A. Describe any extra- and co-curricular activities or programming the school will offer, if applicable; how often they will occur; and how they will be funded.

Enter content here

Our school is dedicated to providing a well-rounded educational experience that extends beyond the classroom. We will offer a variety of extra- and co-curricular activities to enhance students' social, emotional, and intellectual development. These activities will align with our mission, values, and the interests of our diverse student population. Here are some examples of the activities we plan to offer:

Arts and Creativity:

- Visual Arts Club: Students can express their creativity through painting, drawing, and other visual arts mediums.
- Performing Arts Ensemble: Opportunities for theater, music, dance, and other performing arts will be provided.

STEM Enrichment:

- Robotics Club: Students can explore engineering concepts and problem-solving through building and programming robots.
- Science Olympiad: Team-based competition that enhances students' knowledge in various science disciplines.

Global Awareness and Community Engagement:

- Model United Nations: Students can engage in simulated diplomatic debates and discussions on global issues.
- Community Service Club: Activities that encourage students to give back to their community and develop empathy.

Outdoor Exploration and Eco-Consciousness:

- Nature Club: Students can participate in outdoor activities, nature hikes, and learn about environmental conservation.
- Gardening Club: Students can cultivate a school garden, promoting sustainability.

Leadership and Personal Development:

- Student Council: An opportunity for students to develop leadership skills and contribute to school decision-making.
- Public Speaking Workshops: Programs to help students build confidence in public speaking and effective communication.

- Cultural Clubs: Student-led groups celebrating different cultures, fostering understanding and appreciation.

Athletics

- Age-Appropriate Sports: Flag Football, Basketball, Cross Counrtry, Soccer, Volleyball, Dance, Cheerleading, Step, etc.

Frequency and Funding:
The frequency of these activities will vary based on the nature of the program. Some activities may occur weekly, while others might be held on a monthly or seasonal basis. We plan to secure funding for these activities through a combination of sources:

- Student Fees: Some activities may have nominal participation fees to cover materials, equipment, and facilitators.
- Grants and Sponsorships: We will actively seek grants and sponsorships from local businesses, community organizations, and educational foundations.
- Fundraising: School-wide fundraising events will contribute to funding for extra- and co-curricular activities.
- Parent Involvement: Parent volunteers may offer their expertise or support to run certain programs.

Overall, our aim is to provide a diverse array of activities that cater to students' interests, promote personal growth, and complement their academic experience. We believe that these activities contribute to a holistic education that nurtures well-rounded individuals who are prepared to excel both in academics and in life.

Evaluation Criteria: Supplemental Programming

Reviewers will look for:

- A clear description of extra- and co-curricular activities that support, and do not detract from, the educational program.
- Evidence of an adequate funding source for extra- and co-curricular activities.
- Lack of supplemental programming may not be a basis for denial.

- Lack of supplemental programming may not be a basis for denial.

Notes

Question was added at 10/07/2025 11:44 AM by Rhonda L. Stephanik

Of the extracurricular activities that are mentioned in this application, which ones started at the original location and what is the percentage of participation from the students at that location?

Element Review

Rating/Description
Meets the Standard Added by Rhonda L. Stephanik at 10/07/2025
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/13/2025

IV) ORGANIZATIONAL PLAN

The Organizational Plan should provide an understanding of how the school will be governed and managed. It should present a clear picture of the school's governance and management priorities, what responsibilities various groups and people will have, and how those groups will relate to one another.

1. Governance

Reviewer Instructions

The Governance section should describe how the policy-making and oversight function of the school will be structured and operate.

Statutory Reference(s):

s. 1002.33(7)(a)15.; s. 1002.33(9)

Evaluation Criteria:

A response that meets the standard will present:

- A governing board that is legally structured, or has a plan to organize in conformity with the laws of Florida.
- A clear description of the governing board's roles, powers, and duties that are consistent with overseeing the academic, organizational, and financial success of the school.
- Appropriate delineation between governance and school management roles.
- At least the core of the Governing Board is identified that has a wide range of knowledge and skills needed to oversee a charter school.
- A board structure (e.g. bylaws and policies concerning member selection, committees, meeting frequency) that supports sustainable and effective school governance.
- Evidence that applicant understands and intends to implement open meeting and records laws.
- Clear policy and plan for dealing with conflicts of interest.
- Appropriate and clear role for any advisory bodies or councils if included.

- An outline of a grievance process (or policy) that will simultaneously address parent or student concerns and preserve appropriate governance and management roles.

Form Result

A. Describe the school's existing or planned legal status, including non-profit status and federal tax- exempt status.

Enter description here

The proposed charter school is actively pursuing legal status as a non-profit entity and is in the process of obtaining federal tax-exempt status. The application for non-profit status has been submitted, and the school is currently awaiting approval.
Upon receiving approval for non-profit status, the school will be positioned to operate as a tax-exempt organization, ensuring that resources are directed towards enhancing educational programs, supporting students, and maintaining the school's overall mission-driven initiatives.
The school is fully committed to following all legal processes and requirements to secure its non-profit status and federal tax-exempt status, thereby strengthening its foundation for delivering a top-tier educational experience while serving as a responsible and accountable member of the community.

B. Provide the following documents, if available, as attachments:

- The articles of incorporation for the applicant organization (or copies of the filing form) –Attachment H
- 501(c)(3) tax exempt status determination letter (or copy of the filing form) –Attachment I
- Governing board by-laws – Attachment J
- Governing board code of ethics and conflict of interest policy – Attachment K

Attachment H: Articles of incorporation

Attachment H.pdf
793.06 KB • Added 2 months ago

Attachment I: 501(c)(3) tax-exempt status determination letter (or copy of the filing form)

Attachment I.pdf
656.8 KB • Added 2 months ago

Attachment J: Governing board by-laws

Attachment J.pdf
2.66 MB • Added 2 months ago

Attachment K: Governing board code of ethics and conflict of interest policy

Attachment K.pdf

3.68 MB • Added 2 months ago

C. Describe the governance structure of the proposed school, including the primary roles, powers, and duties of the governing board; committee structure (if applicable); and how the board will interact with the principal/head of school and any advisory bodies.

Enter content here

The Governing Board functions as the chief policymaking body, overseeing and managing the school's operations. Its role is to lead and govern the organization. The Principal, in alignment with established operating policies, procedures, and approved budgets, holds the responsibility for the day-to-day school operations. The Education Service Provider (ESP) collaborates closely with both the Board and the Principal, facilitating the execution of the charter's terms and the Board's decisions.

The faculty and staff will directly report to the Principal, who is an employee of the Board and is selected and evaluated by the Governing Board. The Board also designates a representative as per F.S. 1002.33 (9) (p) (2). The School Advisory Council plays an integral role in shaping the School Improvement Plan and assists the Board, ESP, and Principal in crafting the budget.

The Governing Board enters into a contract with the ESP to support the school's day-to-day activities and collaborate with the Principal, while the Board retains budgetary approval authority. The ESP's accountability is to the Governing Board, providing support to translate the charter's provisions and the Board's decisions into actions.

In essence, the Principal's leadership encompasses overseeing all school faculty and staff, the

The direct interaction between the Board and the ESP establishes a continuous channel for the Board to verify the ESP's fulfillment of its obligations, which will be explicitly outlined in the management contract.

The Principal will be under the direct supervision of the governing board and subject to annual evaluations conducted by the board. Monthly status updates will be presented by the Principal to the Governing Board, along with attendance at all board meetings to address inquiries. Likewise, the ESP will participate in all Board meetings, reporting to the governing board and ensuring follow-up on action items.

The Principal's accountability will primarily stem from the employment contract's performance expectations. Reporting directly to the Board, the Principal will be assessed by input from Board members on their performance using the Florida Charter School Consortium Tool.

The Broward-based Summit Academy Charter School II will form a Board partially composed of local community members entrusted with overall strategic guidance and operational supervision and experts in the operation and management of schools. The Board's responsibilities include selecting the ESP, formulating and adopting the School Policy manual, overseeing the budget, and addressing concerns raised by parents and community members.

The Board will internally designate officers to hold distinct roles within the School Board of Directors. Essential roles will include:

- President: This individual will manage the agenda and conduct all meetings of the School Board of Directors. Additionally, they will chair the Principal Hiring Committee.
- Secretary: Responsible for recording and presenting minutes for each board meeting, the Secretary will also ensure archiving and public availability of minutes.
- Treasurer: In charge of leading the Budget Committee, the Treasurer will propose an annual budget to the School Board of Directors. Collaborating with the Principal and ESP, they will ensure accurate financial reporting. Additionally, the Treasurer will oversee the selection and retention of an independent auditor for an annual audit.

These officer positions will be filled annually during the Board's yearly meeting. The Board reserves the right to define supplementary roles as deemed appropriate.

D. State the frequency of board meetings and describe how the board will comply with open meetings and records laws.

Enter content here

The governing board of the proposed charter school will hold quarterly meetings to ensure effective oversight, decision-making, and alignment with the school's mission and goals. These meetings will be held in Broward County and mandate that local representation is present. The board is committed to transparency and accountability, and as such, it will adhere to Florida's Sunshine Law to ensure compliance with open meetings and records laws.

Compliance with Sunshine Law: The board is dedicated to maintaining transparency and open communication with stakeholders, including parents, students, staff, and the community. To ensure compliance with Florida's Sunshine Law (Chapter 286, Florida Statutes), the following measures will be implemented:

Public Notice: The board will provide advance public notice of all board meetings, including date, time, and location, through various communication channels such as the school website, social media, and community announcements.

Agendas and Materials: Meeting agendas, supporting materials, and documents to be discussed will be made available to the public before the meetings. This ensures that interested parties have access to relevant information.

Accessible Meetings: Board meetings will be open to the public and will provide an opportunity for attendees to provide public comments and observe discussions and decision-making processes.

Minutes and Records: Accurate and detailed minutes of each board meeting will be recorded and maintained as part of the official public record. These minutes will accurately reflect the discussions, actions taken, and decisions made during the meetings.

Executive Sessions: While the board aims to conduct its business transparently, there may be instances where certain discussions are held in executive sessions as permitted by law.

By adhering to Florida's Sunshine Law, the governing board will foster an environment of openness, accountability, and effective governance. This approach ensures that the board operates in the best interests of the school and its stakeholders while maintaining the highest ethical standards and transparency.

E. Describe the current and desired size and composition of the governing board. Identify key skills, areas of expertise, and constituencies that are or will be represented on the governing board.

Enter content here

The governing board of Summit Academy Charter School II envisions a board size of 3 to 7 members who will meet quarterly in Broward County and who bring together a diverse range of skills, expertise, and community representation. The board's composition reflects a combination of business, education, and local community members, ensuring a comprehensive approach to decision-making and oversight.

The current founding board consists of seven members. Key skills and areas of expertise represented on the governing board include education, finance, legal, leadership, curriculum development, community engagement, and organizational management. By having a well-rounded representation of these skills, the board is equipped to make informed decisions that align with the school's mission and strategic goals.

Additionally, the board strives to achieve a composition that reflects the cultural, socioeconomic, and demographic diversity of the local community it serves. This diversity enables the board to better understand the needs and aspirations of students, parents, and stakeholders, fostering a more inclusive and responsive governance structure.

In summary, Summit Academy Charter School II establishes a governing board with a balanced composition of skilled professionals, educators, and community members, working collectively to drive the school's success and ensure high-quality education for all students.

F. Describe how board members have been and will be selected including term limits and selection of officers.

Enter content here

Board members of Summit Academy Charter School II in Broward have been and will continue to be selected through a comprehensive process that emphasizes their alignment with the school's mission, expertise, diversity, and commitment to educational excellence. The Board nominating committee will identify potential candidates based on their qualifications and dedication to the school's values.

The process of selecting officers will be guided by the Board's bylaws and organizational needs. The President, Director, Secretary, and Treasurer positions will be elected annually during the Board's yearly meeting. The selection process will consider the individual's experience, capabilities, and the needs of the school, with a focus on distributing responsibilities and ensuring a well-rounded team.

Collectively, these measures aim to assemble a board with a diverse skill set, comprehensive expertise, and a shared commitment to advancing the Charter School's mission and vision for exceptional education.

G. Explain how this structure and composition will ensure that the school will be an academic, operational, and financial success.

Enter content here

The carefully designed structure and composition of the governing board at Summit Academy Charter School II are integral to ensure the school's success on academic, operational, and financial fronts. By assembling a diverse group of individuals with varied skills and expertise, the board will foster a comprehensive approach to decision-making that considers all aspects of the school's operations. The governing board will report progress annually to its sponsor.

Academic Success: The board's representation of educators, curriculum developers, and educational leaders will contribute to the development and implementation of a robust and effective academic program. With a deep understanding of pedagogy and curriculum design, the board will guide the school in aligning instructional strategies with the latest educational research and best practices, ensuring that students receive a high-quality education that meets and exceeds state standards.

Operational Excellence: The presence of board members with expertise in organizational management, finance, and legal matters will be crucial in maintaining smooth and efficient operations. They will provide oversight to ensure compliance with applicable regulations, establish strong financial systems, and develop operational policies and procedures that promote transparency, accountability, and efficiency.

Financial Viability: Board members with financial acumen will play a pivotal role in the school's financial health. Their expertise will aid in budget development, fiscal oversight, and fundraising efforts, safeguarding the school's financial sustainability. The board will also ensure responsible allocation of resources to support instructional needs and enhance the overall student experience.

Strategic Decision-Making: The diverse composition of the board, including community representatives, will provide a 360-degree view of the school's impact on the local community. This broader perspective will help the board make informed strategic decisions that align with the community's values and aspirations, leading to a stronger school-community connection.

Continuous Improvement: By combining the insights and perspectives of educators, professionals, and community advocates, the board will establish a culture of continuous improvement. Regular evaluations, data analysis, and open discussions will lead to informed adjustments in policies, strategies, and initiatives, ensuring that the school remains adaptable and responsive to evolving educational landscapes.

The governing board's strategic composition at Summit Academy Charter School II will be a driving force behind the

school's academic, operational, and financial success. Its diverse skills, expertise, and commitment to student achievement and community engagement will empower the school to thrive and fulfill its mission of providing an exceptional educational experience to all students.

H. Complete the table below (add lines as necessary) and for each individual identified here provide 1) a completed and signed Board Member Information Sheet (template provided), and 2) resume.

Board Member Information Sheet Template.docx
15.05 KB • Added 2 months ago

Board Member Information Sheet	Attachment L - Info Sheets.pdf 2.32 MB • Added 2 months ago New Statement.pdf 452.71 KB • Added 12 days ago
Board member resumes	Attachment L - Resumes.pdf 1.64 MB • Added 2 months ago

Enter content here

Name	Current or Prospective Governing Board Member?	Role on Board (e.g. Member, President, etc.)	Submission Requirements
Mari Canetti	*Current*	Treasurer	_____x_ Information Sheet _x_Resume
Kim Johnson	*Current*	Secretary	_____x_ Information Sheet _x_Resume
Julissa Bermudez	*Current*	Member	_____x_ Information Sheet _x_Resume
Elisa Rizo	*Current*	Member	_____x_ Information Sheet _x_Resume
Derica Flagg	*Current*	President	_____x_ Information Sheet _x_Resume

I. Describe the plans for board member recruitment and development, including the orientation process for new members and ongoing professional development to increase the capacity of the board.

Enter contet here

The governing board of the proposed charter school recognizes the critical role that effective board members play in the success of the school. The board is committed to recruiting local individuals who possess a strong dedication to the school's mission, a diverse range of skills and expertise, and a shared commitment to the highest standards of governance and accountability. The plans for board member recruitment and development include comprehensive strategies to ensure that the board remains well-equipped to fulfill its responsibilities.

Board Member Recruitment:

The board will employ a targeted recruitment process to identify local individuals who align with the school's mission and possess expertise in areas such as education, finance, legal, community engagement, and governance. The recruitment process will involve:

Needs Assessment: The board will conduct a thorough assessment of its needs and areas where additional expertise or diversity is required.

Outreach and Networking: The board will actively seek potential board members through outreach, networking, and engagement with community organizations, educational institutions, and professional networks.

Application and Interview: Prospective board members will submit applications outlining their qualifications and commitment to the school's mission. The board will conduct interviews to assess alignment, expertise, and dedication.

Board Member Orientation:

New board members will undergo a comprehensive orientation process to familiarize them with the school's mission, governance structure, policies, and expectations. The orientation process includes:

Introduction to School: New board members will receive a comprehensive introduction to the school's history, mission, educational programs, and community.

Governance Training: Board members will receive training on their roles, responsibilities, legal obligations, open government laws, financial responsibilities and conflicts of interest and ethics as outlined in state law and the school's bylaws.

Financial and Legal Overview: New board members will gain an understanding of the school's financial operations, budgeting, reporting, and legal compliance.

Community Engagement: The orientation will emphasize the importance of building relationships with the school community, parents, students, and stakeholders.

Ongoing Professional Development:

To ensure the board's continued effectiveness, ongoing professional development will be offered to enhance members' skills and knowledge. This includes:

Regular Workshops: Besides the quarterly meeting held in Broward County, the board will organize workshops on topics relevant to school governance, education trends, legal matters, and financial oversight.

External Resources: Board members will have access to external resources such as conferences, seminars, and training offered by organizations specializing in charter school governance and leadership.

The combination of strategic recruitment, thorough orientation, and ongoing professional development will empower the board to provide effective leadership, strategic guidance, and robust oversight to the proposed charter school. This approach ensures that the board remains dedicated to the school's mission and is well-prepared to navigate the challenges and opportunities in education.

J. Describe the board’s ethical standards and procedures for identifying and addressing conflicts of interest.

Enter content here

The governing board of the proposed charter school is committed to upholding high ethical standards and ensuring transparency in all its actions. The board recognizes the importance of identifying and addressing conflicts of interest to maintain the integrity of its decision-making processes. To this end, the board has established clear ethical standards and procedures that guide its members in their responsibilities and interactions.

Ethical Standards: Board members are expected to act in such a manner as to uphold and enhance personal and professional honor, integrity, and the dignity of the education profession. They are expected to treat with respect all persons, regardless of race, religion, gender, sexual orientation, marital or family status, disability, age or national origin. Board members will avoid any interest or activity that is in conflict with the conduct of official duties. The board members are expected to adhere to a set of ethical standards that include but are not limited to:

Conflict of Interest: Board members will act in the best interest of the school and its students. They will avoid conflicts of interest or the appearance of impropriety that could compromise their ability to make unbiased decisions.

Transparency: Board members will conduct themselves with transparency, honesty, and integrity in all their dealings related to the school. They will disclose any potential conflicts of interest that may arise.

Accountability: Board members will be accountable for their actions and decisions. They will make decisions that prioritize the school's mission and the well-being of its students.

Conflict of Interest Procedures:

Board members will undergo governance training that has been approved by the Florida Department of Education. The program will include comprehensive coverage on the topics of conflicts of interest and ethics, including how to identify the existence of a conflict of interest. In addition, the board has established procedures for identifying and addressing conflicts of interest:

Disclosure: Board members will disclose any potential conflicts of interest to the board chair or designated officer as soon as they become aware of them. This includes financial interests, relationships, or affiliations that may impact their objectivity. Board members who have a conflict of interest and who refuse to resign shall be involuntarily removed by the board.

Action Plan: If a conflict of interest is identified, the board will develop an action plan to address the conflict. This may include seeking outside legal advice, altering decision-making processes, or taking other appropriate measures to address the conflict of interest.

Transparency: The board will ensure that any actions taken to address conflicts of interest are communicated transparently to all parties, including the school community and stakeholders.
Annual Review: The board will conduct an annual review of its conflict of interest procedures and ethical standards to ensure their effectiveness and relevance. The school's policy on conflicts of interest is included as Attachment K.
By implementing these ethical standards and procedures, the governing board of the proposed charter school aims to foster a culture of transparency, accountability, and integrity. This commitment helps ensure that the board's decisions are made in the best interests of the school, its students, and the community it serves.

K. Describe, if applicable, any school advisory bodies or councils that are in place or will be formed, including the roles and duties of each and the reporting structure of such entity relative to the school's governing board and leadership.

Enter content here

Summit Academy Charter School II recognizes the importance of involving stakeholders in the decision-making process and fostering a strong sense of community engagement. To achieve this, the school will establish a School Advisory Council (SAC) to serve as a vital link between the school's stakeholders and its governing board and leadership.

School Advisory Council (SAC):

The SAC will consist of diverse stakeholders, including parents, community members, teachers, and school administrators. This advisory body will provide valuable input, feedback, and insights on various aspects of the school's operations and initiatives. The SAC's primary role is to offer recommendations and suggestions to enhance the overall educational experience and ensure alignment with community needs and expectations.

Roles and Duties:

Community Voice: The SAC will serve as a forum for open dialogue between the school and its community members. It will provide a platform for sharing concerns, ideas, and suggestions that contribute to the school's improvement and success.

Policy and Program Feedback: The council will review and provide feedback on school policies, programs, and initiatives. This input will help the governing board and school leadership make informed decisions that resonate with the community's values.

Community Outreach: The SAC will assist in organizing community events, outreach activities, and initiatives that promote collaboration and engagement between the school and its surrounding community.

School Improvement Plan: The council will collaborate with the governing board and school leadership in developing and refining the School Improvement Plan (SIP), ensuring it reflects the aspirations and needs of students, parents, and the community.

Reporting Structure: The SAC will report to the school's principal. It will provide feedback, suggestions, and recommendations directly to the principal, who will then collaborate with the governing board and school leadership to integrate the SAC's insights into decision-making processes. The SAC's involvement will be characterized by transparency, regular communication, and a commitment to fostering a positive school-community relationship.

In summary, the establishment of the School Advisory Council at Summit Academy Charter School II reflects the school's commitment to inclusive decision-making and community involvement. By engaging a diverse range of stakeholders, the

SAC will contribute to the school's ongoing improvement, responsiveness to community needs, and overall success.

L. Briefly explain the process that the school will follow should a parent or student have an objection to a governing board policy or decision, administrative procedure, or practice at the school. This includes the process for developing procedures for complaint resolution of parental concerns involving student welfare, including the student welfare provisions described in section 1001.42(8)(c)1.-6., F.S. The entire process or policy does not have to be developed; however, applicants should be able to articulate the primary steps.

Enter content here

Summit Academy Charter School II is dedicated to ensuring an open and transparent environment where parents and students can voice concerns and have their issues addressed promptly and fairly. If a parent or student has an objection to a governing board policy or decision, administrative procedure, or practice at the school, the following process will be followed:

Initial Discussion: The concerned parent or student is encouraged to first engage in a direct and respectful conversation with the relevant staff member or teacher involved. This dialogue will provide an opportunity to clarify any misunderstandings and address the concern.

Formal Complaint: If the issue remains unresolved, the parent or student can submit a formal complaint to the school principal. The complaint should be in writing and detail the specific nature of the concern and any relevant information. The principal will acknowledge receipt of the complaint and initiate an investigation.

Investigation and Resolution: The principal will thoroughly investigate the complaint, gather relevant information, and consider any applicable policies or procedures. Depending on the nature of the concern, the principal may involve other staff members in the investigation process.

Communication: The principal will communicate the findings of the investigation and any recommended actions to the concerned parent or student. If the issue is resolved to the satisfaction of the parent or student, the process will be considered concluded.

Appeal Process: If the parent or student remains dissatisfied with the resolution, they can submit a formal appeal to the Parent Liaison. The appeal should include the details of the original complaint, the investigation process, and reasons for disagreement with the resolution.

Review and Decision: The Parent Liaison, an ESP Representative and a Board Representative will review the appeal, consider the information provided, and make a final decision. The decision will be communicated to the parent or student in a timely manner.

It's important to note that Summit Academy Charter School II is committed to adhering to the student welfare provisions outlined in section 1001.42(8)(c)1.-6., F.S.

All parents have the right to seek relief for a concern regarding a student's welfare under §1001.42(8)(c)1-6, Fla. Stat., and to request appointment of a special magistrate if those concerns are unresolved.

This includes any complaints or disputes related to the following:

- Concerns over a change in the student's services or monitoring related to the student's mental, emotional, or physical health or well-being and the school's ability to provide a safe and supportive learning environment for the student.

- Concerns related to any school policies or procedures that are perceived to discourage or prohibit parental notification of and involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being.

- Concerns over classroom instruction related to sexual orientation or gender identity, which is prohibited in grades K-8 and must be age-appropriate for all other grades.

- Concerns over student support services training developed or provided to school personnel that is believed to be out of compliance with guidelines, standards, and frameworks established by the Florida Department of Education.

- Concerns over parental notification at the beginning of the school year about healthcare services offered by the school, including the ability to opt-out or withhold consent for any such services.

- For grades kindergarten through third only, concerns over whether the school provided a well-being questionnaire or health screening form to the parent and sought their permission before it was administered to the student.

Any complaints presented by a parent related to concerns summarized above shall be addressed in the following manner: The parent shall notify the principal of any concerns related to the above areas. The principal (or designee) will provide a response to the parent within seven (7) days. If the parent remains aggrieved, the parent may present the dispute to the Broward School District. The school district must attempt to resolve the dispute within thirty (30) days. If the dispute remains unresolved, a parent may request the appointment of a special magistrate utilizing the "Parental Request for Appointment of a Special Magistrate for Charter School Students." Parents will be provided information regarding where to get the form. For the purposes of this policy, "days" shall mean business days and exclude state, federal and school holidays.

The school shall fully cooperate in the school district's resolution procedures and comply with the school district's decision for resolution of the complaint. The principal shall be responsible for responding to inquiries by the Florida Department of Education regarding a request for appointment of a special magistrate and shall notify the Department of the principal's name and email address.
Overall, the school's complaint resolution process aims to foster effective communication, transparency, and a collaborative approach to resolving concerns and maintaining a positive school environment for all stakeholders.

If the school is filing the application in conjunction with a college, university, museum, educational institution, another non-profit organization or any other partner, provide the following information:

M. Name of the partner organization.

Enter content here N/A

N. Name of the contact person at the partner organization and that person's full contact information.

Full Name N/A N/A

O. A description of the nature and purpose of the school's partnership with the organization.

Enter content here N/A

P. An explanation of how the partner organization will be involved in the governance of the school.

Enter content here N/A

Evaluation Criteria: Governance

Reviewers will look for:

- A governing board that is legally structured, or has a plan to organize in conformity with the laws of Florida.
- A clear description of the governing board's roles, powers, and duties that are consistent with overseeing the academic, organizational, and financial success of the school.
- Appropriate delineation between governance and school management roles.

- At least the core of the Governing Board is identified that has a wide range of knowledge and skills needed to oversee a charter school.
- A board structure (e.g. bylaws and policies concerning member selection, committees, meeting frequency) that supports sustainable and effective school governance.
- Evidence that applicant understands and intends to implement open meeting and records laws.
- Clear policy and plan for dealing with conflicts of interest.
- Appropriate and clear role for any advisory bodies or councils if included.
- An outline of a grievance process (or policy) that will simultaneously address parent or student concerns and preserve appropriate governance and management roles.

Notes

Note was added at 10/14/2025 01:46 PM by Detra Adams

This section was reviewed by Donté Collins, Director and Detra Adams, Coordinator within the Charter Schools Management/Support Department. Clarifying Question: describe the process that will be implemented to ensure that the governing board, school staff, and volunteers are in compliance with current fingerprinting and background screening requirements.
This section of the application is incomplete as the Statement of Assurances are for another school, HACS, and not for Summit Academy II.

Element Review

Rating/Description
Meets the Standard Edited by Detra Adams at 11/03/2025
Meets the Standard Edited by Donte' Collins at 11/07/2025
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 11/07/2025

2. Management and Staffing

Reviewer Instructions

Management and Staffing

The Management and Staffing section should describe how the day-to-day administration of the school's operations will be structured and fulfilled.

Statutory Reference(s):

s. 1002.33(7)(a)9.; s. 1002.33(7)(a)14.

Evaluation Criteria:

A response that meets the standard will present:

- An organizational chart or charts that clearly and appropriately delineate lines of authority and reporting.
- A management structure that includes clear delineation of roles and responsibilities for administering the day-to-day activities of the school.
- Identification of a highly-qualified school leader or a sound plan for the recruitment and selection of the school leader.
- A viable and adequate staffing plan.
- A sound plan for recruiting and retaining highly-qualified and appropriately-certified instructional staff.

Form Result

A. Submit as Attachment M organization charts that show the school governance, management, and staffing structure in

- The pre-operational year;
- The first year of school operations;
- At the end of the charter term; and
- When the school reaches full capacity, if in a year beyond the first charter term.

Each organization chart should clearly delineate the roles and responsibilities of and lines of authority and reporting among the governing board, staff, and any related bodies (such as advisory bodies or parent or teacher councils), and any external organizations that will play a role in managing the school. The organization charts should also specifically document lines of authority and reporting within the school.

Attachment M: Organization Charts

Attachment M.pdf

1023.81 KB • Added 2 months ago

B. Identify the principal or head of school candidate and explain why this individual is well-qualified to lead the proposed school in achieving its mission. Summarize the proposed leader's academic and organizational leadership record. Provide specific evidence that demonstrates capacity to design, launch, and manage a high-performing charter school. If the proposed leader has never run a school, describe any leadership training programs that (s)he has completed or is currently participating in. Discuss the evidence of the leader's ability to effectively serve the anticipated population. Also provide, as Attachment N, the proposed job description and resume for this individual.

--OR--

If no candidate has been identified, discuss the process and timeline for recruiting, selecting, and hiring the school leader. Describe the criteria to be used in selecting this leader, and provide as Attachment O the position's qualification requirements. What are the key skills and competencies for the school leader? What qualities must the school leader have for this school to be successful?

Enter content here

Recruitment Process:

Establishment of Search Committee: A search committee will be formed, consisting of board members, teachers, parents, and community stakeholders. This committee will oversee the entire recruitment process, ensuring diverse input and transparency.

Job Description Development: The committee will develop a comprehensive job description outlining the responsibilities, qualifications, and desired attributes for the school leader. This will be aligned with the school's mission and vision.

Advertising the Position: The position will be advertised through various channels, including education job boards, professional networks, social media, and local community platforms. Outreach efforts will also include posting in educational associations and attending job fairs to attract a diverse pool of candidates.

Selection Process: Application Review: The search committee will review all applications to shortlist candidates based on their qualifications and experience in educational leadership, particularly in charter schools or similar settings.

Interviews: Shortlisted candidates will participate in multiple rounds of interviews, including one-on-one interviews with committee members and a panel interview with stakeholders. This process will assess candidates' leadership philosophies, problem-solving skills, and alignment with the school's culture and values.

Reference Checks: Reference checks will be conducted for the top candidates to gain insight into their leadership styles and effectiveness.

Final Decision: The search committee will make a recommendation to the governing board, who will make the final hiring decision.

Timeline:

- Month 1: Establish the search committee and develop the job description.
- Months 2-3: Advertise the position and begin accepting applications.
- Month 4: Review applications and conduct initial interviews.
- Month 5: Conduct final interviews and reference checks.
- Month 6: Make the final hiring decision and extend an offer to the selected candidate.

Criteria for Selecting the School Leader

- Educational Background: A master's degree in educational leadership, administration, or a related field is

preferred.

- Leadership Experience: A minimum of 5 years of experience in educational leadership, with a strong preference for experience in charter schools or similar educational settings.
- Proven Track Record: Evidence of successful school turnaround or improvement, demonstrated by increased student achievement and positive school culture.
- Knowledge of Best Practices: Familiarity with effective instructional practices, curriculum development, and assessment strategies, particularly for diverse learners.

Key Skills and Competencies

- Visionary Leadership: Ability to articulate and implement a clear vision for the school, aligning the school's goals with the needs of the community and students.
- Strong Communication Skills: Excellent verbal and written communication skills to engage with stakeholders, including staff, students, parents, and the community.
- Collaborative Approach: A demonstrated ability to work collaboratively with diverse teams, fostering a culture of shared decision-making and accountability.
- Data-Driven Decision-Making: Proficient in using data to inform instructional practices and school improvement strategies, ensuring all decisions are based on evidence.
- Cultural Competency: Understanding and appreciation for diversity, ensuring that all students feel valued and included, and that their needs are met.

Qualities for Success

- Empathy and Approachability: The school leader must be approachable and empathetic, building strong relationships with students, staff, and parents to foster a positive school climate.
- Resilience and Adaptability: The ability to navigate challenges and adapt to changing circumstances, maintaining a focus on student achievement and school improvement.
- Commitment to Continuous Improvement: A strong dedication to personal and professional growth, seeking out opportunities for development and encouraging the same in staff.
- Passion for Education: A genuine passion for education and a commitment to providing high-quality educational experiences for all students.

Attachment O: Position's Qualification Requirements will detail the specific qualifications and skills necessary for the school leader role.

C. Describe the management structure of the school. As Attachment P provide job descriptions for each administrative or leadership position that identifies key roles, responsibilities, and accountability.

Enter content here

The management structure of Summit Academy Charter School II is designed to ensure effective leadership, clear lines of responsibility, and efficient operations. Key administrative and leadership positions are outlined below along with their corresponding job descriptions provided in Attachment P:
Governing Board:

- Role: Responsible for policy-making, oversight, and strategic direction.
- Accountability: Ensures alignment with the school's mission, compliance with regulations, and financial stability.

Principal (P):

- Role: Manages day-to-day school operations, curriculum delivery, and student performance.
- Accountability: Reports to the Board of Directors, ensures effective school management and academic excellence.

Assistant Principal (AP):

- Role: Supports the Principal in various operational and academic matters.
- Accountability: Assists the Principal in achieving school goals and maintaining a conducive learning environment.

Instructional Staff:

- Role: Delivers curriculum, facilitates student learning, and assesses student progress.
- Accountability: Reports to the Principal, ensures quality instruction and student achievement.

Specialists and Support Staff:

- Role: Provides specialized services, such as counseling, special education, and extracurricular activities.
- Accountability: Supports student needs and contributes to a well-rounded education.

Administrative Staff:

- Role: Handles administrative functions, including HR, finance, and facilities management.
- Accountability: Supports the overall operation of the school and ensures compliance with regulations.

For detailed job descriptions and a comprehensive understanding of the roles, responsibilities, and accountability

for each administrative or leadership position, please refer to Attachment P. These job descriptions have been meticulously developed to ensure clarity and effectiveness in fulfilling the school's mission and objectives.

Attachment P: Job descriptions

Attachment P.pdf
1.04 MB • Added 2 months ago

Attachment O.pdf
724.45 KB • Added 2 months ago

Attachment N.pdf
553.6 KB • Added 2 months ago

D. Provide a staffing plan for each year of the charter term that includes all anticipated personnel and is aligned with the school’s projected enrollment and with all other sections of the application. Provide as Attachment Q the proposed job description and qualification requirements for the school’s teachers.

Enter content here

	Year 1	Year 2	Year 3	Year 4	Year 5
Fulltime Teachers	~24	~26	~31	~34	~36
ELL Coordinator	1	1	1	1	1
ESE Coordinator	1	1	1	1	1
Principal	1	1	1	1	1
Assistant Principal	1	1	1	1	1
Guidance Counselor	1	1	1	1	1
Curriculum Specialist	1	1	1	1	1
Secretary/Receptionist	1	2	2	2	2
Registrar (IMT)	1	1	1	1	1
Custodian/Cafeteria	2	3	3	3	3
Nurse	1	1	1	1	1
Security personnel	1	1	1	1	1

Attachment Q: Proposed Job description(s) and qualification requirements

Attachment Q.pdf

544.52 KB • Added 2 months ago

E. Explain the school's plan for recruitment, selection, and development of a highly qualified and appropriately certified instructional staff that is aligned with applicable federal laws and state requirements as well as the school's design.

Enter explanation here

The school's plan for recruitment, selection, and development of a highly qualified and appropriately certified instructional staff is comprehensive and aligned with applicable federal laws, state requirements, and the school's design. This plan aims to ensure that the teaching staff is well-equipped to deliver high-quality education that aligns with the school's mission and goals.

Recruitment: The school will implement a rigorous and targeted recruitment strategy to attract highly qualified educators who align with the school's values and vision. The strategy will include advertising positions through various channels such as educational job boards, social media, and networking events. The school will actively seek out educators who have a passion for humane sciences and possess a strong commitment to student success.

Selection: The school will be nonsectarian in its programs, admission policies, employment practices, and operations. The selection process will involve a thorough evaluation of candidates' qualifications, experience, and alignment with the school's mission. A selection committee, consisting of school administration, curriculum specialists and lead teachers, will review applications and conduct interviews. Candidates will be assessed not only on their subject expertise but also on their ability to create an engaging and inclusive learning environment that supports the school's focus on humane sciences.

Certification and Qualifications: The school will adhere to all applicable federal and state laws related to teacher certification. All instructional staff members will be required to hold the appropriate certifications and qualifications for their respective subject areas. The school will verify certifications and conduct background checks to ensure compliance with legal requirements. Some teachers will be dual certified and act in the capacity of more than one role. They will simply be listed as fulltime teachers on the staffing matrix and budget.

Professional Development: The school is committed to providing continuous professional development opportunities for its instructional staff. These opportunities will focus on enhancing teaching skills, staying updated on the latest educational practices, and aligning with the school's curriculum and pedagogical approach. Professional development will include workshops, seminars, conferences, and collaborative learning experiences.

Mentoring and Support: Newly hired instructional staff will be provided with mentoring and support to facilitate their successful integration into the school's culture and instructional practices. Experienced teachers and

administrators will mentor new hires, guiding them through the school's curriculum, instructional methods, and classroom management strategies.
Evaluation and Growth: A comprehensive teacher evaluation process will be established to assess instructional effectiveness, adherence to the school's mission, and alignment with state standards. Feedback from evaluations will guide individualized professional development plans that support teachers in their growth as educators.
Collaboration and Innovation: The School will foster a collaborative environment where teachers have opportunities to share best practices, engage in peer learning, and participate in curriculum development. This collaborative approach will encourage innovation and ensure a consistent alignment with the school's mission.
In summary, the school's plan for recruiting, selecting, and developing a highly qualified and certified instructional staff is designed to attract educators who are passionate about humane sciences, provide them with ongoing support and professional development, and ensure their alignment with the school's mission and goals.

Evaluation Criteria: Management and Staffing

Reviewers will look for:

- An organizational chart or charts that clearly and appropriately delineate lines of authority and reporting.
- A management structure that includes clear delineation of roles and responsibilities for administering the day-to-day activities of the school.
- Identification of a highly-qualified school leader or a sound plan for the recruitment and selection of the school leader.
- A viable and adequate staffing plan.
- A sound plan for recruiting and retaining highly-qualified and appropriately-certified instructional staff.

Notes

Concern was added at 10/15/2025 03:58 PM by Sherry Richmond

Section E: Certification and Qualifications: It is stated in this section "All instructional staff members will be required to hold the appropriate certifications and qualifications for their respective subject areas.
Section P: Based on review of attachment P, the qualifications of guidance/school counselor indicates a bachelor's degree from an accredited institution. This is not correct as FLDOE requires a master's or higher degree with a graduate major in guidance and counseling or school counseling that includes a minimum of a six-hundred clock hours of supervised internship serving school-aged students in a prekindergarten, an elementary or a secondary

school setting. Or, under Plan 2 a master's or higher degree with a graduate major in counseling other than guidance and counseling or school counseling that includes the a minimum of a six-hundred clock hours of supervised internship with school-aged children and their families with at least nine (9) semester hours of graduate credits in specific courses outlined at https://www.fldoe.org/teaching/certification/certificate-subjects/administrative-rules/6a-4-0181.stml. The job description should address the responsibilities of conducting behavioral threat assessments (BTAs) and suicide threat assessments (SRAs). If not able to secure a candidate certified or eligible for FLDOE certification in school counseling PK-12, can consider hiring a Department of Health (DOH) registered mental health counselor or FLDOE certified school social worker or school psychologist to fill this role since they can conduct BTAs and SRAs.
Section Q: Indicated under teacher job description in qualification section the following: "ESOL certified or endorse (this qualification may be waived in special situtations..." Teachers identified out-of-field for esol must get in compliance by completing the required training based on subject area being taught which is outlined in Florida State Statute 1012.42 (2) and 6A-1/0503 (3)(b)(1-3) and at https://www.browardschools.com/bcps-departments/human-resources/certification/esol-compliance-and-training-information
See Less

Element Review

Rating/Description
Partially Meets the Standard Added by Sherry Richmond at 10/09/2025
Partially Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/13/2025

3. Human Resources and Employment

Reviewer Instructions

The Human Resources and Employment section should define the policies and procedures that frame the school's relationship with its staff.
Statutory Reference(s):
s. 1002.33(7)(a)14.; s. 1002.33(12)
Evaluation Criteria:
A response that meets the standard will present:

- A clear explanation of the relationship between employees and the school.
- Description of the school leader and teacher evaluation plans, or outline of such plans, which align with the Student Success Act as defined by state law.
- A compensation and benefits plan or outline of such a plan that is aligned with Florida's Student Success Act, and will attract and retain quality staff.
- Procedures that are likely to result in the hiring of highly-effective personnel.

- Policies and procedures that hold staff to high professional standards or a plan to develop such policies and procedures.
- An effective plan to address any leadership or staff turnover.

Form Result

A. Explain the relationship that will exist between the school and its employees, including whether the employees will be at-will. Discuss the school's tentative plan regarding use of employment contracts. If the school will use contracts, explain the nature and purpose of the contracts. Use and nature of employment contracts may be finalized after application approval.

Enter explanation here

The school will comply with all requirements of Florida Statutes Chapter 1012 and Florida Administrative Code Chapter 6A-4, including, but not limited to ensuring that all employees, as required by Florida Statutes 1012.55, hold a valid Florida Educator's certificate or license with the appropriate coverage as provided for in the Course Code Directory and referenced in Florida Administrative Code 6A-1.09441, or are authorized under another provision per Florida Administrative Code 6A-1.0503. If the school has received approval by their governing school board for a teacher to teach out of field as permitted by Florida Administrative Code 6A-1.0503, the school will comply with all parental notification requirements per Florida Statutes 1012.42.

The relationship between the school and its employees will be guided by a framework that fosters a collaborative and professional environment while adhering to the legal context of employment in the state of Florida. The school recognizes that Florida is an at-will employment state, which means that either the employee or the school can terminate the employment relationship at any time, with or without cause. The school shall not employ an individual whose relative, as defined by 1002.33, advocated such employment and is an officer or an employee of the school with authority to recommend employment.

Use of Employment Contracts: While the final use and nature of employment contracts may be determined after application approval, the school's tentative plan is to utilize annual employment contracts for its instructional and administrative personnel in accordance with F.S. 1002.33(16)(b)(6). These contracts will outline the terms and conditions of employment, including roles, responsibilities, compensation, benefits, and expectations for professional conduct.

Purpose of Employment Contracts: The purpose of the employment contracts is to establish a clear understanding between the school and its employees regarding their roles, responsibilities, and the terms of their employment. Contracts provide a legal framework that outlines the rights and obligations of both parties, ensuring transparency and accountability.

Nature of Employment Contracts: The employment contracts will be designed to protect the interests of both the school and its employees. They will outline job duties, performance expectations, requirements for background checks as per F.S 1002.33(12)(g)4, compensation structures, benefits, leave policies, and other terms of employment. The contracts will serve as a reference for both parties and provide a basis for addressing any concerns or disputes that may arise during the employment relationship.

Flexibility and Adaptability: The school recognizes the dynamic nature of education and the need to be adaptable to changing circumstances. As such, the employment contracts will be drafted in a way that allows for updates and adjustments as necessary, while ensuring compliance with state and federal laws.

The school is committed to creating a positive and collaborative work environment that values the contributions of its employees. The use of employment contracts, guided by the at-will employment nature of the state, will contribute to clear communication, mutual understanding, and the establishment of a professional foundation for successful collaboration.

B. Provide the performance evaluation or a general outline of the performance evaluation plan, consistent with the substantive requirements included in s. 1012.34, F.S. (the Student Success Act), for administrators and instructional personnel including who will conduct the evaluations, what instrument will be used, and how the results will be used to guide performance and professional development. A final, detailed outline will be required after application approval.

Enter content here

The school's performance evaluation plan for administrators and instructional personnel will adhere to the requirements outlined in s. 1012.34, F.S. (the Student Success Act), ensuring a comprehensive and fair assessment of employee performance. While a detailed outline will be finalized after application approval, the following provides a general overview of the plan:

Performance Evaluation Process:

- Principal Evaluations for Staff: The school's Principal will be responsible for conducting evaluations for instructional staff. These evaluations will be based on a structured assessment framework provided by the Florida Consortium of Public Charter Schools.
- Governing Board Evaluation of Principal: The Governing Board will conduct an annual evaluation of the Principal, assessing their leadership and administrative performance.

Performance Evaluation Instrument: The school will utilize the evaluation instrument provided by the Florida Consortium of Public Charter Schools, which aligns with the state's requirements and best practices for assessing instructional personnel and administrators.

Use of Evaluation Results: The evaluation results will be used to guide professional development plans and support continuous improvement for administrators and instructional personnel. Feedback from evaluations will be provided to employees to identify strengths, areas for improvement, and strategies for growth. The evaluation process will inform decisions related to promotions, compensation adjustments, and recognition of outstanding performance.

Professional Development Integration: The evaluation results will be used to identify areas where additional training or professional development is needed to enhance employee effectiveness. The school will offer targeted professional development opportunities to address areas identified for improvement through the evaluation process.

Alignment with Student Success: The performance evaluation plan will emphasize alignment with student success, ensuring that administrators and instructional personnel contribute positively to students' academic growth and achievement.

Continuous Improvement Approach: The evaluation process will be an ongoing cycle, allowing employees to reflect on their performance, set goals for growth, and receive ongoing feedback to enhance their effectiveness.

While the specifics of the performance evaluation plan will be solidified after application approval, the school is committed to

implementing a robust evaluation process that supports employee development, aligns with state requirements, and ultimately contributes to the overall success of the school and its students.

C. Provide the compensation structure or a general outline of the compensation structure for all employees, including salary ranges and employment benefits as well as any incentives or reward structures, if applicable. How will compensation and other components factor into the staff retention plan?

Enter contet here

The school will set its salary to meet or exceed the salaries offered by the Broward County School District. The school's compensation plan will include health insurance, life, short- and long-term disability and 401k benefits. Teachers will be required to participate in evaluations and merit pay as required by Florida Statute 1012.34.

The Performance Salary Schedule (merit pay) includes salary adjustments for performance, which become a lasting part of the employee's base salary and includes salary supplements for specified job assignments or duties, but only remain in effect while the employee is performing those duties or assignments. Neither an adjustment nor a supplement is considered a bonus.

The salary ranges for the employees for the first year are as follows:

- Principal: $98,477-$135,587 Avg. salary: $108,032
- Assistant Principal $55,515-$83,284 Avg salary: $66,900
- Part-time Registrar/Data Prep Clerk: $12,000 Avg salary: $12,000
- Secretary: $30,000-36,000 Avg Salary: $32,000
- Curriculum Coordinator: $50,000-$65,000 Avg. salary: $55,500
- Guidance counselor: $55,000-$65,000 Avg. salary: $57,500
- Custodial: $13-$15 per hour
- Teachers: $50,400-$65,000 Avg salary: $54,300
- ESE/ESOL Coordinator: $52,000-$65,000 Avg salary: $54,500
- Nurse: $40 per hour as needed
- Security Guard: $45,000-$65,000 Avg salary: $55,000

Retention of high-quality staff is paramount to the success of the school. The school's compensation package is competitive with the district's compensation package. In addition to the competitive salary, full-time employees will be provided with health insurance, life insurance, short- and long-term disability insurance and 401k benefits.

The School's retention plan will be developed in greater detail after the hiring of the principal. The main components of the plan will include the following:

- Competitive salary
- 401k benefits
- Insurance benefits
- Empowerment: the School believes in the importance of empowering its teachers to use their skills and special talents to promote the mission and vision of the school

- Ownership: the School believes in the importance of teachers taking ownership in the program, curriculum and school.
- Professional growth: the School believes in the importance of providing relevant and necessary opportunities for professional growth, and in providing teachers the opportunity to assess their needs as it relates to professional development
- Trust and mutual respect: the School will hire what it believes to be highly qualified teachers. Since the School will hire professionals ready, willing and excited to be at the School, the School will demonstrate trust and mutual respect for its teachers as professionals that will get the job done.
- Support: the School understands the importance of providing support to its teachers.
- Respecting and protecting a teacher's teaching and planning time: the School understands that professionals must be given the opportunity to do what they do. Interruptions during teaching time and during planning time hinder student learning and send a message to the teachers that their time is not valuable.
- Compensation for elevated roles: Teachers that take on certain additional responsibilities should be compensated.
- Positive culture: the School believes that it is important to have a positive culture for the teachers in order to create a positive culture for the students
- Solicitation of teacher feedback from administration and appropriate response thereto.

D. Outline the school's procedures for hiring and dismissing school personnel, including conducting criminal background checks.

Hiring Procedures:

- Job Posting: Vacant positions will be posted internally and externally to attract a diverse pool of qualified candidates via the school website and job seeking websites.
- Application Review: Applications will be reviewed to ensure alignment with job requirements and qualifications.
- Interview Process: Shortlisted candidates will be invited for interviews with a selection committee.
- Reference Checks: References from previous employers will be contacted to verify candidates' work history and performance.
- Selection Decision: The selection committee will make recommendations to the Principal for final decisions on hiring.

Criminal Background Checks: All potential employees will undergo a comprehensive criminal background check as mandated by state law to ensure the safety and security of the school community. Criminal background checks will include fingerprinting and a review of state and federal criminal records.

Grievance Procedures Summit Academy Charter School II provides a clear and accessible grievance process for employees to address any concerns or disputes in the workplace. Employees are encouraged to first discuss issues with their immediate supervisor for resolution. If the issue remains unresolved, employees may submit a formal written grievance to the school's administration, which will be reviewed promptly. The school is committed to ensuring fair treatment, open communication, and a timely resolution for all employee grievances, fostering a positive and supportive work environment.

Dismissal Procedures: Performance Review: Employee performance will be regularly evaluated to ensure alignment with job expectations and professional standards.

- Performance Improvement Plans: Employees with performance concerns will be offered support and a Performance Improvement Plan (PIP) to address areas of concern.
- Documentation: An acknowledgement form is signed by employees accepting receipt of the Faculty Handbook and disciplinary requirements within. Any instances of inadequate performance or policy violations will be documented with supporting evidence.

- Consultation: The Principal will consult with the Human Resources department and the school's legal counsel to ensure compliance with all applicable laws and regulations.
- Dismissal Decision: In cases where performance issues are not successfully addressed, or if there are serious policy violations, the Principal, in consultation with the Human Resources department, will make the decision to initiate the dismissal process.
- Final Decision: After considering all relevant information, the Principal will make the final decision on employee dismissal.

The school's procedures for hiring and dismissing personnel are designed to ensure fairness, transparency, and compliance with legal requirements. By following comprehensive hiring procedures and providing clear performance expectations, the school aims to foster a professional and productive work environment that supports the success of both employees and students.
Summit Academy Charter School II maintains a drug and alcohol-free workplace in accordance with DFWP Act of 1988. The use or possession of illegal drugs or alcohol on school property or during school activities is strictly prohibited. Violations may result in disciplinary action, including termination.

E. If personnel policies have been developed, include as Attachment R. If personnel policies and procedures have not been developed provide a clear plan, including timeline, for the development and approval by governing board.

Enter content here	See Attached
Attachment R: Personnel policies, if developed	Attachment R.pdf 13.77 MB • Added 2 months ago

F. Explain how the governing board and school leadership would handle unsatisfactory leadership, teacher, or staff performance, as well as leadership or teacher turnover.

Enter content here

Handling Unsatisfactory Performance: When it comes to addressing unsatisfactory leadership, teacher, or staff performance, the school's approach is guided by a commitment to fair and supportive processes that promote growth and accountability:

Performance Improvement Plans (PIPs): If an employee's performance falls below expectations, a Performance Improvement Plan (PIP) will be implemented. The PIP will outline specific areas of concern, along with a clear plan for improvement. Support, resources, and timelines for improvement will be provided.

Regular Feedback and Support: Regular feedback sessions will be conducted to provide ongoing guidance and support to employees. Open communication channels will facilitate understanding of performance expectations and areas for development.

Professional Development: The school will offer professional development opportunities to enhance skills and address performance gaps. Tailored support will be provided based on individual needs.

Handling Leadership or Teacher Turnover: Leadership and teacher turnover is an anticipated aspect of any educational institution. The school is committed to handling such situations with a focus on continuity and maintaining high educational standards:

Succession Planning: The school leadership will establish a succession planning strategy to ensure a smooth transition in leadership roles. This includes identifying potential successors and providing them with professional development opportunities.

Transition Support: For both leadership and teaching positions, the school will provide support to ensure a seamless transition. Incoming staff members will receive onboarding and orientation to familiarize them with the school's mission, vision, and operational procedures.

Documentation and Knowledge Transfer: Outgoing staff will collaborate in documenting key processes, best practices, and insights to facilitate knowledge transfer to new team members.

Stakeholder Communication: Transparent communication will be maintained with stakeholders, including parents and students, to manage expectations and assure them that the quality of education will continue to be a top priority.

Continuous Improvement: The school leadership will continuously assess and refine recruitment and retention strategies to minimize turnover and create an engaging work environment.

By prioritizing professional growth, providing support, and maintaining open lines of communication, the school aims to address unsatisfactory performance and turnover in ways that contribute to the overall success and stability of the institution.

Evaluation Criteria: Human Resources and Employment

Reviewers will look for:

- A clear explanation of the relationship between employees and the school.
- Description of the school leader and teacher evaluation plans, or outline of such plans, which align with the Student Success Act as defined by state law.
- A compensation and benefits plan or outline of such a plan that is aligned with Florida's Student Success Act, and will attract and retain quality staff.
- Procedures that are likely to result in the hiring of highly-effective personnel.
- Policies and procedures that hold staff to high professional standards or a plan to develop such policies and procedures.
- An effective plan to address any leadership or staff turnover.

Element Review

Rating/Description
Meets the Standard Added by Heather Binns at 10/13/2025
Meets the Standard Added by Debbie-ann Scott at 10/15/2025
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/15/2025

4. Professional Development

Reviewer Instructions

The Professional Development section should clearly describe the proposed expectations and opportunities for administrators, teachers, and other relevant personnel.

Statutory Reference(s):

NA

Evaluation Criteria:

A response that meets the standard will present:

- Professional development activities for administrators and instructional staff that align with the educational program and support continual professional growth as well as growth in responsibilities related to specific job descriptions.

Form Result

A. Describe the school's professional development expectations and opportunities for administrators and instructional personnel, including the following:

1. Identify the person or position responsible for overseeing professional development activities.
2. Discuss the core components of professional development and how these components will support effective implementation of the educational program. Discuss the extent to which professional development will be conducted internally or externally and will be individualized or uniform. Describe how the effectiveness of professional development will be evaluated.

2. Describe any professional development that will take place prior to school opening. What will be covered during this induction period? How will instructional personnel be prepared to deliver any unique or particularly challenging aspects of the curriculum and instructional methods?
3. Describe the expected number of days or hours for professional development throughout the school year, and explain how the school's calendar, daily schedule, and staffing structure accommodate this plan. Include time scheduled for common planning or collaboration and how such time will typically be used.

1. *Identify the person or position responsible for overseeing professional development activities.*

Oversight of Professional Development

The Principal or ESP will be responsible for overseeing professional development activities at the school. This individual will work closely with the school leadership team and collaborate with external experts to ensure the highest quality of professional development for administrators and instructional personnel. This individual will monitor and track all professional development and measure impact on teachers as well as students. The school will be utilizing individual professional development plans to provide for teacher autonomy and choice in professional learning. Furthermore, the school will be focusing professional development on a variety of topics, such as the learning environment, school safety, data analysis for school improvement, and reading and math content.

2. Discuss the core components of professional development and how these components will support effective implementation of the educational program. Discuss the extent to which professional development will be conducted internally or externally and will be individualized or uniform. Describe how the effectiveness of professional development will be evaluated.

Core Components of Professional Development

- Curriculum Training: In-depth training on the school's curriculum, instructional methods, and assessment strategies will be provided to instructional personnel.
- Pedagogical Techniques: Training sessions focused on effective teaching techniques, differentiated instruction, and incorporating innovative educational practices into the classroom.
- Cultural Competency: Professional development to enhance cultural competency and inclusivity to ensure a positive and respectful learning environment for all students.
- Special Education Strategies: Training to equip educators with strategies to support students with diverse learning needs, aligning with the school's commitment to inclusivity.
- Collaboration and Common Planning: Opportunities for teachers to collaborate, share insights, and engage in common planning to enhance instructional approaches and outcomes. New teachers will also be linked to mentor educators as part of the PD process.

- External Experts and Workshops: The school will also bring in external experts and conduct workshops to provide fresh perspectives and insights.
- Individualized and Uniform Approach: Professional development will strike a balance between uniform training to ensure consistency in the educational program and individualized training to address specific needs and strengths of educators.

3. Describe any professional development that will take place prior to school opening. What will be covered during this induction period? How will instructional personnel be prepared to deliver any unique or particularly challenging aspects of the curriculum and instructional methods?

Pre-School Opening Professional Development

Prior to the school's opening, instructional personnel will engage in a comprehensive induction period that covers:

- In-depth training on the school's unique curriculum and its humane sciences focus.
- Strategies for delivering challenging aspects of the curriculum, including interactive learning methods and student-centered pedagogies.
- Specialized training for handling diverse student populations, including English Language Learners and students with disabilities.

Other required annual training programs, including youth mental health awareness and assistance, school safety and security, and educator misconduct.

4. Describe the expected number of days or hours for professional development throughout the school year, and explain how the school's calendar, daily schedule, and staffing structure accommodate this plan. Include time scheduled for common planning or collaboration and how such time will typically be used.

Number of Days or Hours for Professional Development

The school's academic calendar will be thoughtfully designed to accommodate regular professional development throughout the school year. A minimum of eight full days of professional development will be scheduled, in addition to weekly collaboration time. The breakdown will include:

- Eight full days of professional development focused on curriculum, pedagogy, cultural competency, and specialized areas.
- Weekly collaboration time for teachers to engage in lesson planning, sharing insights, and discussing student

progress.

Common Planning and Collaboration

- Daily schedules will incorporate time for common planning and collaboration among teachers.
- This collaboration time will be used to discuss instructional strategies, share best practices, and review student data to inform instructional decisions.
- Collaborative meetings will also provide opportunities for cross-disciplinary discussions and team-based problem-solving.

Evaluation of Professional Development

- The effectiveness of professional development will be evaluated through various means, including:
  - Participant feedback and surveys to assess the relevance and impact of training sessions.
  - Observation and assessment of instructional implementation by school leadership.
  - Analysis of student outcomes and progress aligned with professional development initiatives.
  - Regular reviews by the ESP and the school leadership team to ensure continuous improvement and alignment with school goals.

By prioritizing ongoing professional development, the school aims to cultivate a community of educators who are well-equipped to deliver a high-quality educational experience that aligns with the school's mission and instructional vision.

Evaluation Criteria: Professional Development

Reviewers will look for:

- Professional development activities for administrators and instructional staff that align with the educational program and support continual professional growth as well as growth in responsibilities related to specific job descriptions.

Element Review

Rating/Description
Meets the Standard Added by Kawana Hibbert at 10/15/2025
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/15/2025

5. Student Recruitment and Enrollment

Reviewer Instructions

The Student Recruitment and Enrollment section should describe how the school will attract and enroll its student body.

Statutory Reference(s):

s. 1002.33(7)(a)7.; s. 1002.33.(7)(a)8.; s. 1002.33(10)

Evaluation Criteria:

A response that meets the standard will present:

- A student recruitment plan that will enable the school to attract its targeted population.
- An enrollment and admissions process that is open, fair, and in accordance with applicable law.
- A plan and process that will likely result in the school meeting its enrollment projections.

Form Result

A. Describe the plan for recruiting students that will result in the school meeting its projected enrollment. Include strategies for reaching the school's targeted populations and those that might otherwise not have easy access to information on available educational options including, but not limited to, families in poverty; academically low-achieving students; students with disabilities; and English Language Learners.

Enter content here

Our student recruitment plan is designed to ensure that the school meets projected enrollment while also prioritizing outreach to targeted populations that may face barriers accessing educational options. We are committed to creating inclusive and diverse student body that represents a wide range of backgrounds and needs. Here is an overview of our recruitment strategies:

Community Partnerships: Collaborating with community organizations, social service agencies, and local community centers that serve families in poverty or underserved areas.

Also, partnering with organizations that support academically low-achieving students and provide additional academic assistance.

Multilingual Communication: Providing information about the school's offerings, mission, and enrollment process in multiple languages to cater to the needs of English Language Learner families. Furthermore, translating essential documents and materials to ensure accessibility.

Special Education Advocacy Groups: Engaging with local special education advocacy groups to reach out to families of students with disabilities and ensure they are aware of our inclusive programs and support services.

School Liaison for ELL Families: Appointing a dedicated liaison who speaks multiple languages to assist English Language Learner families with enrollment procedures and address any concerns.

Information Sessions and Workshops: Hosting information sessions and workshops in community centers, libraries, and other accessible venues to educate families about the school's unique educational approach and benefits.

Personalized Outreach: Engaging in direct outreach to families through phone calls, and personalized invitations to open houses and enrollment events.

Online Platforms and Social Media: Utilizing online platforms and social media to disseminate information about the school's offerings, achievements, and enrollment process.

Parent Referrals: Encouraging enrolled families to refer other families in their networks, creating a sense of community engagement.

Summit Academy Charter School II plans to expand its recruitment efforts beyond the immediate area surrounding the school. The school will implement a targeted marketing strategy that includes outreach to neighboring areas through digital advertising, social media campaigns, and partnerships with local community organizations. Additionally, Summit Academy Charter School II will attend regional education fairs and promote its programs in high-traffic areas outside the

county to increase visibility. By broadening its recruitment reach, the school aims to draw families who are seeking high-quality educational options from a wider geographic area.

Through these strategies, the school aims to ensure that information about our free educational option is accessible to all families, including those who may not have easy access to educational resources. Our commitment to diversity and inclusivity is reflected in our proactive efforts to reach out to targeted populations and provide them with the information and support they need to make informed decisions for their children's education.

We believe that our multi-faceted approach community outreach will result in the school meeting its enrollment projections.

B. Explain how the school will achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other local public schools in accordance with section 1002.33(7)(a)8., F.S.

Enter content here

The communities in Broward County vary in terms of racial and ethnic diversity, with some areas being less diverse than others. Understanding this, the school is committed to fostering a diverse and inclusive learning environment that reflects the racial and ethnic composition of the community it serves. Our approach to achieving racial and ethnic balance aligns with the principles outlined in section 1002.33(7)(a)8., F.S., and is guided by a comprehensive plan that prioritizes equity and representation. Here's how we will achieve a racial/ethnic balance reflective of the community:

Outreach to Diverse Communities: Our student recruitment plan includes targeted outreach to various racial and ethnic communities within the local area. We will actively engage with community organizations, religious institutions, and cultural centers to connect with families from different backgrounds.

Inclusive Marketing and Communication: Our marketing materials, communication channels, and website content will be designed to be inclusive and representative of various racial and ethnic groups. We will use images, stories, and testimonials that resonate with families from diverse backgrounds.

Collaboration with Local Public Schools: By collaborating with local public schools, we will establish relationships and communication channels to ensure that families from different racial and ethnic backgrounds are informed about our school option.

Bilingual and Multilingual Outreach: We will provide information about the school in multiple languages to cater to non-English-speaking families. Offering translated materials and language assistance during enrollment and communication processes.

Community Engagement Events: Hosting community engagement events that celebrate cultural diversity and allow families from various racial and ethnic backgrounds to connect and learn about our school.

Equity in Admissions: Ensuring that our admissions process is fair and unbiased, without any discrimination based on race or ethnicity. Implementing enrollment procedures that prioritize equity and inclusivity.

Ongoing Monitoring and Adjustments: Continuously monitoring the racial and ethnic composition of enrolled students to identify any imbalances. Making adjustments to our outreach and recruitment strategies as needed to address any disparities.

By adopting these measures, the school is dedicated to achieving a racial and ethnic balance that reflects the community it serves. We recognize the importance of representation and inclusion in education, and we are

committed to creating an environment where all students feel valued, respected, and empowered to learn and thrive together.

C. Describe the school's proposed enrollment policies and procedures, including an explanation of the enrollment timeline, any preferences for enrollment and lottery process. Provide proposed enrollment application as Attachment S.

Enter content here

Summit Academy Charter School II will implement transparent and equitable enrollment policies and procedures to ensure all students have an opportunity to apply. The enrollment process will begin with an **open application period,** which will be advertised through various channels, including the school's website, social media, and community outreach efforts.

Enrollment preferences will be given in accordance with s. 1002.33 (10)(d), F.S., including siblings of currently enrolled students, children of school employees and governing board members, children of an active-duty member of any branch of the United States Armed Forces, and children of a safe-school officer.

If the number of applications exceeds available seats, the school will hold a **randomized lottery** to determine admissions. The lottery will be conducted in a fair and transparent manner, with selected students notified and provided with a timeline to accept or decline their offer of admission. After the lottery, if any seats remain, they will be filled on a first-come, first-served basis.

The lottery process at Summit Academy Charter School II will be conducted in a fair and transparent manner when the number of applications exceeds available seats. Here's how the lottery will be handled:

- **Open Application Period**: Families will have a designated timeframe to submit enrollment applications. Applications received after the deadline will be added to the waitlist and considered only after all lottery-selected students have been placed.
- **Public Lottery Drawing**: If there are more applicants than available seats, a random lottery drawing will be held. The lottery will be open to the public, ensuring transparency, and may be conducted electronically or through a manual drawing process.
- **Preferences**: In accordance with state laws, enrollment preferences will be applied first. These preferences may include siblings of current students, children of staff, and students of military families, as applicable. Students who meet these criteria will be placed before the general pool of applicants is considered.
- **Random Selection**: After preferences are applied, the remaining seats will be filled through a random selection process. Each applicant in the general pool will have an equal chance of being selected.
- **Waitlist**: Once all available seats are filled, additional applicants will be placed on a waitlist in the order they were drawn. Should seats become available, students on the waitlist will be offered admission in the order they appear.

- **Notification and Acceptance**: Families of selected students will be notified of their acceptance and given a specified amount of time to confirm their child's enrollment. If they decline or fail to respond within the given timeframe, the seat will be offered to the next student on the waitlist.

This process ensures that admissions are handled fairly while maintaining compliance with state laws and the school's policies.
The proposed enrollment timeline and all application procedures will be made publicly available, ensuring families have clear guidance on how and when to apply in accordance with the law.
The **proposed enrollment application** is attached as **Attachment S.**

Attachment S: Student enrollment application

Attachment S.pdf
3.02 MB • Added 2 months ago

Evaluation Criteria: Student Recruitment and Enrollment

Reviewers will look for:

- A student recruitment plan that will enable the school to attract its targeted population.
- An enrollment and admissions process that is open, fair, and in accordance with applicable law.
- A plan and process that will likely result in the school meeting its enrollment projections.

Element Review

Rating/Description
Meets the Standard Added by Marion Williams at 10/09/2025
Meets the Standard Edited by Sweta Soni at 10/14/2025
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/14/2025

6. Parent and Community Involvement

Reviewer Instructions

The Parent and Community Involvement section should provide a broad overview of the school's plans to encourage and support parental and community involvement.

Statutory Reference(s):

NA

Evaluation Criteria:

A response that meets the standard will present:

- A general conception of how parents will be involved with the school that aligns with the school's mission and provisions of the educational program. A detailed plan may be developed following approval.

Form Result

A. Briefly explain the general plan to engage parents in the life of the school (in addition to any proposed governance roles described in previous sections of this application, if applicable) as well as plans for regular communication with parents about school matters. This *could* include building family-school partnerships to strengthen support for learning, volunteer opportunities, or activities the school will seek from, or offer to parents. This *must* include the governing board's appointment of a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes, s. 1002.33(7)(d)1., F.S.

Enter content here

The school places a strong emphasis on building a collaborative and supportive partnership with parents to enhance the educational journey of our students. Our general plan to engage parents in the life of the school is rooted in open communication, active involvement, and mutual respect. Here are the key components of our plan:

Regular Communication Channels: The school will establish a variety of communication channels to keep parents informed about school matters. These may include newsletters, emails, a school website, and a dedicated parent portal with access to academic updates, event calendars, and announcements.

Parent Representative on Governing Board: The Governing Board will appoint a dedicated representative to facilitate parental involvement in accordance with s. 1002.33(9)(p)(2), F.S.. This representative will act as a liaison between parents and the school administration, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative will reside in Broward County and may be a governing board member, school employee, or an individual contracted to represent the governing board. The representative will be physically present at two governing board meetings each, year, at a minimum.

Parent-Teacher Conferences: Regular parent-teacher conferences will be scheduled to provide opportunities for parents to discuss their child's progress, receive feedback, and engage in meaningful conversations about their child's academic and social development.

Workshops and Seminars: The school will organize workshops and seminars on topics related to parenting, education, and child development. These sessions will empower parents with knowledge and tools to support their child's learning at home.

Volunteer Opportunities: The school will offer various volunteer opportunities for parents to actively participate in school activities, such as assisting in classrooms, organizing events, or participating in extracurricular programs.

Family-School Events: Regular family-school events, such as open houses, curriculum nights, and cultural celebrations, will provide opportunities for parents to engage with teachers, staff, and other families in a relaxed and welcoming environment.

School Advisory Council: The establishment of a Parent Advisory Council will allow parents to provide input and feedback on school policies, programs, and initiatives, fostering a sense of ownership and collaboration.

Parent Education: Parent education sessions will be offered on topics such as effective communication strategies, understanding the curriculum, and supporting student success.

Conflict Resolution Mechanisms: Clear procedures for addressing concerns and disputes will be communicated to parents. The appointed parent representative will play a pivotal role in addressing and resolving conflicts in a timely and respectful manner.

Surveys and Feedback: Regular surveys and feedback mechanisms will be employed to gather input from parents about their experiences, suggestions, and areas for improvement.

Through these initiatives, the school aims to create a vibrant and inclusive community where parents feel valued, informed, and engaged in their child's education. By fostering a strong partnership between parents and the school, we believe we can collectively contribute to the holistic development and success of our students.

B. Discuss any established community resources that will be available to students and parents, if applicable. Describe any partnerships the school will have with community organizations, businesses, or other educational institutions. Specify the nature, purposes, terms, and scope of services of any such partnerships including any fee-based or in-kind commitments from community organizations or individuals that will enrich student learning.

Enter content here

The school is dedicated to creating a strong network of community resources and partnerships that enhance the educational experience of students and provide valuable support to parents. These partnerships are designed to broaden students' horizons, enrich their learning, and connect families with valuable community resources. Here are the established community resources and partnerships that will be available:

The applicant will establish a strong partnership with Broward Public Schools to provide essential services (when available) such as mental health counseling, speech therapy, occupational and physical therapy (OT/PT), and translation services. This collaboration will enhance support for Exceptional Student Education (ESE), English Language Learners (ELL), and gifted students by ensuring access to additional resources and specialized services available, promoting an inclusive and well-rounded educational environment.

Community Organizations: The school will collaborate with local non-profit organizations that align with our mission of humane sciences and provide opportunities for students to engage in meaningful community service projects.

Environmental Conservation Groups: Partnerships with environmental conservation organizations will allow students to learn about and contribute to sustainable practices, wildlife preservation, and environmental stewardship.

Animal Shelters and Sanctuaries: Partnerships with animal shelters and sanctuaries will provide students with hands-on experiences related to animal care, welfare, and advocacy.

Local Businesses: The school will establish partnerships with local businesses that can offer internship opportunities, guest speaker sessions, and career exploration activities.

Universities and Research Institutions: Collaborations with universities and research institutions will provide students with exposure to advanced research methods, mentorship opportunities, and the chance to engage in scientific inquiry.

Cultural and Arts Organizations: Partnerships with cultural and arts organizations will offer students access to artistic experiences, performances, and creative workshops that complement the school's well-rounded educational approach.

Parental Engagement: Parental involvement will extend to the broader community through partnerships with local libraries, community centers, and parent-led initiatives that offer workshops and resources to support parents' roles in their children's education.

Mentorship Programs: The school will establish mentorship programs connecting students with professionals in the fields

of humane sciences, environmental conservation, and related industries.

Volunteer Opportunities: Community organizations will provide volunteer opportunities for students, fostering a sense of civic responsibility and active community engagement.

Nature and Outdoor Education Centers: Partnerships with outdoor education centers will enable students to participate in nature-focused programs, and hands-on experiences in natural habitats.

Terms and Commitments: The nature, purposes, terms, and scope of services of these partnerships will be outlined in formal agreements that detail the responsibilities and commitments of parties.

In-Kind and Fee-Based Commitments: Some partnerships may involve in-kind commitments, such as providing resources, facilities, or expert speakers to enhance student learning. Fee-based commitments may include specialized workshops or programs delivered by external experts.

Through these dynamic partnerships, the school aims to extend learning beyond the classroom walls, connect students and parents with valuable community resources, and create a well-rounded educational experience that prepares students for success in a diverse and interconnected world.

C. Provide, as Attachment T, any existing evidence of demand for the school or support from intended community partners, if available (e.g. letters of intent/commitment, memoranda of understanding, or contracts).

Attachment T: Evidence of demand for the school

Attachment T.pdf

242.97 KB • Added 2 months ago

D. Describe the process of appointing a representative to facilitate parental involvement, provide parents access to information, and resolve parental disputes. Include a description of how the dispute resolution procedures are designed to resolve and protect the rights of parents as enumerated in ss. 1001.42(8)(c)1.-6., 1002.20 and 1014.04, F.S.

Enter content here

The appointment of a representative to facilitate parental involvement and address parental concerns is a crucial aspect of our commitment to fostering a collaborative and inclusive school community. Our process is designed to ensure that parents have access to accurate information, a platform for resolving disputes, and a voice in their children's education. Here is an outline of the process and dispute resolution procedures:

Appointment of Parent Representative: The Governing Board will appoint an experienced and qualified individual to serve as the Parent Representative. The Parent Representative's role is to act as a liaison between parents, the school administration, and the Governing Board.

Communication and Access to Information: The Parent Representative will maintain an open line of communication with parents, providing them with accurate and timely information related to school matters. Regular updates will be provided through newsletters, emails, meetings, and other communication channels.

Dispute Resolution Procedures:

- Informal Resolution: Parents are encouraged to address concerns informally with the relevant teacher or staff member directly involved. If the concern remains unresolved, parents can reach out to the Parent Representative for assistance.
- Formal Dispute Resolution: If an issue remains unresolved after the informal stage, parents can formally present their concern to the Parent Representative. The Parent Representative will review the matter, gather information, and facilitate communication between the parties involved.
- Mediation: If resolution is not achieved through direct communication, the Parent Representative may suggest mediation as a voluntary and confidential process. Mediation involves an impartial third party who helps facilitate communication and assists in finding a mutually acceptable solution.
- Rights Protection: Throughout the process, parents' rights enumerated in relevant Florida statutes (ss. 1001.42(8)(c)1.-6., 1002.20, and 1014.04, F.S.) will be protected, including the right to express concerns without fear of retaliation and the right to a fair and impartial resolution process.
- Transparency and Communication: Parents will be informed of the progress of their concern's resolution at each stage of the process. The Parent Representative will

maintain open communication with parents and ensure that their voices are heard.

By establishing a clear and comprehensive process, we aim to create an environment where parents feel empowered, informed, and confident in their ability to raise concerns and engage in meaningful dialogue. Our priority is to work collaboratively to address parental concerns while safeguarding the rights and well-being of all parties involved.
All parents have the right to seek relief for a concern regarding a student's welfare under §1001.42(8)(c)1-6, Fla. Stat., and to request appointment of a special magistrate if those concerns are unresolved.
This includes any complaints or disputes related to the following:
Concerns over a change in the student's services or monitoring related to the student's mental, emotional, or physical health or well-being and the school's ability to provide a safe and supportive learning environment for the student.

- Concerns related to any school policies or procedures that are perceived to discourage or prohibit parental notification of and involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being.
- Concerns over classroom instruction related to sexual orientation or gender identity, which is prohibited in grades K-8 and must be age-appropriate for all other grades.

- Concerns over student support services training developed or provided to school personnel that is believed to be out of compliance with guidelines, standards, and frameworks established by the Florida Department of Education.

- Concerns over parental notification at the beginning of the school year about healthcare services offered by the school, including the ability to opt-out or withhold consent for any such services.

- For grades kindergarten through third only, concerns over whether the school provided a well-being questionnaire or health screening form to the parent and sought their permission before it was administered to the student.

Any complaints presented by a parent related to concerns summarized above shall be addressed in the following manner:

The parent shall notify the principal of any concerns related to the above areas. The principal (or designee) will provide a response to the parent within seven (7) days. If the parent remains aggrieved, the parent may present the dispute to the Broward County School District. The school district must attempt to resolve the dispute within thirty (30) days. If the dispute remains unresolved, a parent may request the appointment of a special magistrate utilizing the "Parental Request for Appointment of a Special Magistrate for Charter School Students." Parents will be provided information regarding where to get the form. For the purposes of this policy, "days" shall mean business days and exclude state, federal and school holidays.

The school shall fully cooperate in the school district's resolution procedures and comply with the school district's decision for resolution of the complaint. The principal shall be responsible for responding to inquiries by the Florida Department of Education regarding a request for appointment of a special magistrate and shall notify the Department of the principal's name and email address.

Evaluation Criteria: Parent and Community Involvement

Reviewers will look for:

- A general conception of how parents will be involved with the school that aligns with the school's mission and provisions of the educational program. A detailed plan may be developed following approval.

Element Review

Rating/Description
Meets the Standard Added by Sophie Cariveau at 10/06/2025
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/13/2025

V) BUSINESS PLAN

The Business Plan should provide an understanding of how the charter operators intend to manage the school's finances. It should present a clear picture of the school's financial viability including the soundness

of revenue projections; expenditure requirements; and how well the school's budget aligns with and supports effective implementation of the educational program.

1. Facilities

Reviewer Instructions

The Facilities section should provide an understanding of the school's anticipated facilities needs and how the school plans to meet those needs.

Statutory Reference(s):

s. 1002.33(7)(a)13.; s. 1002.33(18)

Evaluation Criteria:

If a facility is acquired, reviewers will look for:

- Evidence that the proposed facility complies with all applicable laws, regulations, and policies and can be ready for the school's opening OR a timeline to ensure the facility will be in compliance and ready by school's opening.
- A facility that is appropriate and adequate for the school's program and targeted population.
- Evidence that the school has the necessary resources to fund the facilities plan.
- A reasonable back-up plan should the proposed facility plan fall through.

If a facility is not yet acquired, reviewers will look for:

- A realistic sense of facility needs.
- A plan and timeline for securing a facility that is appropriate and adequate for the school's program and targeted population.
- Reasonable projections of facility requirements.
- Evidence that the school has the necessary resources to fund the facilities plan.
- Adequate facilities budget based on demonstrated understanding of fair market costs.

Form Result

If the site is acquired:

A. Describe the proposed facility, including location, size, and layout of space.

Enter description here -

B. Describe the actions that will be taken to ensure the facility is in compliance with applicable laws, regulations, and policies and is ready for the school's opening.

Enter description here -

C. Describe how the facility aligns with the proposed educational program and other requirements such as mandated class sizes.

Enter description here	The facility has not yet been identified.

D. Document the anticipated costs for the facility, including renovation, rent, utilities, and maintenance. Identify, if applicable, any funding sources (other than state and local funding) that will be applied to facilities-related costs and include evidence of such (e.g. letter, MOU) as Attachment U. If renting an existing facility, provide draft lease agreement as Attachment V.

Enter content here	-
Attachment U: Evidence of facility funding sources, if applicable	
Attachment V: Draft rental agreement or lease for facility, if applicable	Attachment V.pdf 239.51 KB • Added 2 months ago

E. Describe the back-up facilities plan. What is the alternate plan for facilities if the proposed facility is not available or is determined to be inappropriate for the school's opening?

Enter content here	-

<u>If the site is not yet acquired:</u>

F. Explain the school's facility needs, including desired location, size, and layout of space.

Enter explanation here

The school's facility needs are a critical aspect of providing a conducive learning environment that aligns with our mission and educational goals. Our vision for the school's facility encompasses the following key aspects:

Desired Location: The school envisions a location within the Broward County, FL area that is accessible to students and families in the community. Proximity to public transportation and major roadways will facilitate ease of commuting.

Size and Layout: The facility should be designed to accommodate a diverse range of educational spaces, including classrooms, science labs, a library/media center, art studios, and specialized spaces for humane sciences. The layout will be student-centered, promoting collaborative learning and interaction among students and teachers. Ample space for extracurricular activities, including indoor and outdoor areas for physical education and recreational activities, will be an integral part of the design.

Classroom Configuration: The school envisions classrooms that are spacious, well-lit, and equipped with modern technology to support innovative teaching methods. Flexible seating arrangements will be employed to accommodate various teaching styles and collaborative learning experiences.

Specialized Spaces for Humane Sciences: Given the school's focus on humane sciences, dedicated spaces will be designed for interactive learning in this field, fostering exploration and engagement with animal welfare, environmental conservation, and related subjects.

Safety and Security: The facility will prioritize the safety and security of all students and staff, with appropriate security measures, emergency response systems, and controlled access points.

Aesthetics and Environmental Considerations: The facility's aesthetics will reflect the school's mission and values, creating an inspiring and inviting atmosphere for learning. Environmental considerations, such as energy efficiency and sustainability, will be integrated into the facility's design and operations.

Community Engagement Spaces: Spaces for meetings, presentations, workshops, and community events will be included to foster a sense of belonging and collaboration among students, parents, teachers, and the broader community.

Outdoor Learning Spaces: Outdoor spaces, such as courtyards, gardens, and open areas, will be integrated into the design to provide opportunities for outdoor learning, relaxation, and recreation.

The school's facility needs are deeply rooted in providing a safe, nurturing, and engaging environment that supports

students' intellectual, social, and emotional growth. As we continue our journey to secure an appropriate facility, these considerations will guide our decision-making process to ensure that the physical space aligns harmoniously with our educational vision and mission.

G. Provide an estimate of the costs of the anticipated facility needs and describe how such estimates have been derived. Identify, if applicable, any funding sources (other than state and local funding) that will be applied to facilities-related costs and include evidence of such (e.g. letter, MOU) as Attachment U.

Enter content here

Anticipated facility needs are a fundamental aspect of our school's operational plan, and we have estimated the associated costs based on careful analysis and consideration. Our facility cost estimates have been derived through collaboration with real estate professionals, contractors, and experts in educational facility development. We have also considered factors such as location, size, required renovations or customization, safety enhancements, and compliance with regulatory standards.

Here is an overview of the estimated costs of our anticipated facility needs:

Facility Acquisition or Lease: estimated in Attachment X

This includes costs associated with either purchasing or leasing a suitable facility within the Broward County, FL area. It accounts for the real estate market conditions, property size, location, and features that align with our mission.

Renovations and Customization: estimated in Attachment X

Depending on the selected facility, certain renovations or customizations may be necessary to align the space with our educational goals and ensure the safety and comfort of students and staff.

Safety and Security Enhancements: estimated in Attachment X

This includes expenses related to installing safety features, such as security systems, access controls, fire alarms, and emergency response mechanisms.

Technology Infrastructure: estimated in Attachment X

Funds are allocated for setting up a robust technology infrastructure to support modern teaching methods and ensure access to digital resources for both students and educators.

Furnishings and Equipment: estimated in Attachment X

This encompasses costs for furnishing classrooms, common areas, specialized spaces, and offices with appropriate furniture, fixtures, and educational equipment.

Funding Sources:

In addition to state and local funding, we have secured a commitment from Project Finance & Development Investments, LLC. to provide $500,000 toward facilities-related costs.

This commitment is supported by an official letter of agreement (Attachment U) that outlines the funding amount and the terms of the arrangement.

We are confident that the estimated facility costs are aligned with our commitment to providing a safe, engaging, and conducive learning environment. These estimates have been thoughtfully calculated to ensure transparency, accountability, and responsible financial planning for the school's future facility needs.

Attachment U: Evidence of facility funding sources, if applicable	Attachment U.pdf 844.83 KB • Added 2 months ago

H. Explain the strategy and schedule that will be employed to secure an adequate facility.

Enter explanation here

Securing an adequate facility is a top priority for the school, and we have developed a comprehensive strategy and schedule to ensure its successful acquisition. Our approach is designed to align with our mission, educational goals, and the needs of our students and community. Here is an overview of our strategy and schedule:

Facility Needs Assessment: Conduct a thorough assessment of the specific facility requirements, taking into consideration factors such as size, layout, specialized spaces for humane sciences, safety features, accessibility, and proximity to the target population.

Location Research: Identify potential areas within the Broward, FL region that align with the school's mission and are accessible to students and families.

Engage Real Estate Professionals: Collaborate with experienced real estate professionals who specialize in educational facilities to explore available options and opportunities.

Site Visits and Evaluation: Visit potential sites to assess their suitability based on the established criteria. Evaluate factors such as layout, infrastructure, safety, transportation accessibility, and community integration.

Community Engagement: Engage with local community members, parents, and stakeholders to gather input on preferred facility characteristics and locations.

Financial Planning: Develop a clear financial plan that outlines the budget allocated for facility acquisition and potential renovation or customization costs.

Lease or Purchase Negotiations: Negotiate lease or purchase agreements with property owners based on the facility. Ensure that the terms align with the school's budget and long-term goals.

Due Diligence: Conduct thorough due diligence, including legal reviews, building inspections, and assessments of compliance with regulatory requirements.

Governing Board Approval: Present potential facility options to the Governing Board for review and approval.

Facility Customization: If necessary, plan for any required renovations or customization to align the facility with the school's educational needs and mission.

Regulatory Approvals: Obtain necessary zoning and permit approvals from local authorities.

Transition and Preparation: Develop a comprehensive plan for transitioning to the new facility, including logistics for moving equipment, materials, and technology.

Facility Opening: Prepare the facility for the school's opening, ensuring that all safety measures, technology infrastructure,

and learning spaces are fully operational.
Ongoing Facility Management: Establish a facility management plan to ensure ongoing maintenance, safety protocols, and necessary updates.
Schedule: The timeline for securing a facility will depend on factors such as property availability, negotiations, approvals, and customization needs. However, our goal is to secure a suitable facility well in advance of the school's projected opening date.
By adhering to this strategy and schedule, the school is committed to securing a facility that aligns with our educational vision, supports our mission, and provides a safe and inspiring environment for our students' holistic growth and development.

l. Describe the back-up facilities plan.

Enter content here

The school recognizes the importance of having a comprehensive back-up facilities plan to ensure continuity of operations in the event of unforeseen disruptions. Our back-up facilities plan encompasses the following key elements:

Identification of Alternate Sites: The school will identify potential alternate sites in proximity to the primary facility that could serve as temporary locations in case of emergencies or unforeseen circumstances that render the primary facility unusable.

Agreements with Local Partners: We will establish relationships with local community centers, libraries, or other educational institutions that may be willing to offer temporary space in the event of facility disruptions.

Communication Protocols: Clear communication protocols will be established to notify students, parents, staff, and other stakeholders of any changes in location due to facility disruptions. Timely and accurate communication will be essential to minimize confusion and disruptions.

Logistical Planning: The back-up facilities plan will include logistics for transporting instructional materials, technology, and other necessary resources to the alternate site.

Continuity of Instruction: The instructional team will have a plan in place to adapt teaching methods and materials to the alternate site, ensuring that students continue to receive high-quality instruction.

Safety and Security Measures: The alternate site will undergo safety assessments to ensure that it meets the necessary safety and security standards for students and staff.

Testing and Drills: Periodic testing and drills will be conducted to ensure that all stakeholders are familiar with the back-up facilities plan and are prepared to smoothly transition to the alternate site if needed.

Review and Updates: The back-up facilities plan will be regularly reviewed and updated to account for changes in circumstances, resources, and stakeholder needs.

Collaboration with Local Authorities: The school will collaborate with authorities and emergency management agencies to ensure alignment with community-wide emergency response plans.

By having a robust back-up facilities plan in place, the school aims to minimize disruptions to students' learning experiences and maintain operational continuity even in the face of unexpected challenges. This plan reflects our commitment to providing a reliable and adaptable educational environment for our students, staff, and community.

Evaluation Criteria: Facilities

If a facility is acquired, reviewers will look for:

- Evidence that the proposed facility complies with all applicable laws, regulations, and policies and can be ready for the school's opening OR a timeline to ensure the facility will be in compliance and ready by school's opening.
- A facility that is appropriate and adequate for the school's program and targeted population.
- Evidence that the school has the necessary resources to fund the facilities plan.
- A reasonable back-up plan should the proposed facility plan fall through.

If a facility is not yet acquired, reviewers will look for:

- A realistic sense of facility needs.
- A plan and timeline for securing a facility that is appropriate and adequate for the school's program and targeted population.
- Reasonable projections of facility requirements.
- Evidence that the school has the necessary resources to fund the facilities plan.
- Adequate facilities budget based on demonstrated understanding of fair market costs.

Notes

Concern was added at 10/15/2025 04:09 PM by Rhonda L. Stephanik

Per **Perla Tarrau-Ayala, Chief Building Official:**
Note was added at 10/14/2025 03:34 PM by Perla Tarrau-ayala
No reference to Florida Building Code. No reference to compliance with regulations.

Element Review

Rating/Description
Does Not Meet the Standard Added by Perla Tarrau-ayala at 10/14/2025
Does Not Meet the Standard - Final Rating Added by Rhonda L. Stephanik at 10/15/2025

2. Transportation Service

Reviewer Instructions

The Transportation section should describe how the school will address these services for its student body.

Statutory Reference(s):
s. 1002.33(20)
Evaluation Criteria:
A response that meets the standard will present:

- An outline of a reasonable transportation plan that serves all eligible students and will not be a barrier to access for students residing within a reasonable distance of the school.

Form Result

Describe the school's plan for transportation to ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance of the school, s. 1002.33(20)(c) F.S.

Enter description here

Our school recognizes the importance of ensuring equal access to education for all students, regardless of their transportation needs. We have developed a comprehensive transportation plan and shall cooperate with the sponsor to ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance (2 to 4 miles) of the school, as outlined in section 1002.33(20)(c) F.S. Here's an overview of our transportation plan:

Transportation Eligibility Assessment: We will assess the transportation needs of students by gathering information on student addresses and distances from the school.

Route Planning: Based on the data collected, we will design transportation routes that cover neighborhoods where students reside, ensuring efficient and convenient pick-up and drop-off points. Bus stops will be strategically located at safe and easily accessible points within the neighborhoods, reducing the need for long walks or inconvenient travel.

Collaboration with Transportation Providers: We will collaborate with local transportation providers, including school bus companies and public transportation authorities, to determine available options and services. The Management Company also has busses that they own and are willing to provide to the school for the initial five (5) years.

Transportation Schedules: Clear transportation schedules will be established, communicated to parents and students, and regularly updated.

Consideration of Student Needs: We will accommodate the needs of students with disabilities or special circumstances, ensuring that transportation is accessible and comfortable for all.

Communication and Information: Parents will receive detailed information about transportation routes, schedules, and procedures, ensuring transparency and ease of planning.

Parent Engagement: Parents will have the opportunity to provide input and feedback on transportation preferences, helping us tailor the transportation plan to their needs.

Alternative Transportation Options: For families living further away from the school, we will explore options such as providing carpool group information or providing information on public transportation routes without incurring liability or responsibility for these services.

Continuous Evaluation: We will continuously evaluate the effectiveness of our transportation plan, seeking feedback from parents and students to make necessary adjustments.

Our goal is to ensure that transportation does not pose a barrier to students' equal access to education. By providing safe, reliable, and accessible transportation options, we aim to

support the diverse needs of our student population and promote an inclusive learning environment.

Notes

Note was added at 10/15/2025 03:24 PM by Simone Clowers

If this entity chooses to transport students using a yellow school bus, all bus operators' credentials must be approved, and the buses must be inspected by Student Transportation & Fleet Services, Broward School Transportation

Element Review

Rating/Description
Meets the Standard Added by Simone Clowers at 10/15/2025
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/15/2025

3. Food Service

Reviewer Instructions

The Food Service section should describe how the school will address these services for its student body.

Statutory Reference(s):
s. 1002.33(20)(a)1.
Evaluation Criteria:
A response that meets the standard will present:

- A food service plan that will serve all students and makes particular provisions for those students who may qualify for free or reduced price lunch.
- A food service plan that places an emphasis on quality, healthy foods.

Form Result

Describe the school's plan for food services, including any plans for contracting services or plans to participate in the National School Lunch Program. Explain how the school's food service plan will ensure healthy, well-rounded meals for students.

Enter description here

Our school is dedicated to providing students with nutritious and well-rounded meals that support their overall health and well-being. Our food services plan encompasses a holistic approach to ensure the availability of healthy meals and promote positive eating habits among students. All meals will be distributed to students using a point-of-sale accountability procedure. Here's an overview of our food services plan:

Nutrient-Rich Menu Planning: Our food services team collaborates with nutritionists and experts to design a menu that emphasizes nutrient-rich foods, incorporating a variety of fruits, vegetables, lean proteins, whole grains, and dairy products. For the past 4 years, the Board has partnered with nutritionist Severine Johnson for the meals of the school being replicated, Summit Academy.

Balanced Meals: Each meal will be designed to provide quality, healthy foods through a balanced combination of macronutrients and essential vitamins, ensuring students receive the necessary fuel for optimal physical and cognitive development. Meals will meet state and federal requirements including USDA Dietary Guidelines.

Local and Organic Options: We will strive to source locally grown and organic ingredients whenever possible, supporting local farmers and providing students with fresh, high-quality produce.

Reduced Processed Foods: Our menu will minimize the use of highly processed foods and artificial additives, focusing on whole foods to promote better health.

Allergen Considerations: We will accommodate students with food allergies and dietary restrictions, offering alternative options and ensuring a safe dining environment.

Student Involvement: Students' preferences and feedback will be taken into consideration when planning the menu, encouraging their active participation in choosing healthy meal options.

Nutrition Education: We will incorporate nutrition education into our curriculum, teaching students about the importance of balanced diets and making informed food choices.

Meal Presentation: Our food services team will ensure that meals are visually appealing and appetizing, encouraging students to try new foods and explore diverse flavors.

National School Lunch Program (NSLP): We will participate in the NSLP to provide students with access to federally funded, subsidized meals that meet nutritional guidelines. The school will implement an application and verification plan and during the verification period, the confirmation of eligibility for free and reduced priced meal benefits under the NSLP will be completed. The current population of economically

disadvantaged students in Broward County is 77.8%. The school will process all NSLP applications and adhere to program operation and record keeping requirements. The school will disseminate lunch applications to all students upon enrollment and will have applications available throughout the year. If the school's application as a sponsor under the NSLP is not approved in time, the school will enter into a piggy-back agreement for the initial year.

Contracting Food Services: We will be contracting food services to experienced providers who share our commitment to nutrition and quality. As required by the NSLP, vendors will be selected by an open competitive process as prescribed by the USDA and the Florida Department of Agriculture. Vendors will be required to submit evidence of approval as a food service vendor for the NSLP.

Regular Menu Evaluation: Our food services plan will undergo regular evaluation to assess the nutritional value, variety, and overall quality of meals.

Parent and Community Engagement: We will involve parents and the community in the food services planning process, seeking input and collaboration to ensure a comprehensive approach.

The school facility will include a lunchroom, or, at a minimum, a seating area that meets nutritional and sanitation standards. The school will arrange for health inspections and shall maintain all required permits for food service.

Our food services plan aims to create an environment where students can enjoy nutritious, appealing meals that contribute to their well-being and academic success. By fostering healthy eating habits and providing access to wholesome foods, we are dedicated to nourishing our students' bodies and minds.

Evaluation Criteria: Food Service

Reviewers will look for:

- A food service plan that will serve all students and makes particular provisions for those students who may qualify for free or reduced price lunch.
- A food service plan that places an emphasis on quality, healthy foods.

Element Review

Rating/Description
Meets the Standard Added by Casie Maggio at 10/07/2025
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/13/2025

4. School Safety and Security

Reviewer Instructions

The School Safety and Security section should provide a description of the school's plan to ensure the safety and security of its students and faculty.

Statutory Reference(s):
s. 1002.33(7)(a)11; s. 1002.33(16)(b)8, 12, and 14
Evaluation Criteria:
A response that meets the standard will present:

- A plan that reasonably ensures the safety of students and staff and the protection of the school facility and property. Note that a fully-developed plan will be completed after approval of the application.
- A description of how the school plans to comply with the requirement that at least one safe-school officer is present while school is in session.
- Procedures that clearly demonstrate a plan to respond to active assailant incidents.
- A description of how the school plans to train school staff to respond to active assailant incidents.
- A description of how the school will establish a team to assess and intervene with individuals whose behavior may post a threat to the safety of staff or students.

Form Result

Outline the plan for school safety and security for students, staff, the facility, and property, especially as it relates to the applicable provisions in the Marjory Stoneman Douglas High School Public Safety Act.
Specifically:

A. Describe what steps the school would take to assure there is a safe-school officer present while school is in session, pursuant to section 1006.12, F.S.

Enter description here

The safety and security of our students, staff, and the school community are of paramount importance. The school will adhere to all school safety requirements applicable to charter schools, including the requirements set forth in Florida Admin. Code R. 6A-1.0017, 6A-1.0018, and 6A-1.0019, s. 1006.12 F.S and all applicable statutes. To ensure a safe learning environment, we have developed a comprehensive plan to have a qualified safe-school officer present while school is in session, in accordance with s. 1006.12, F.S. Here are the steps we would take:

Designated Safe-School Officer: We will designate trained personnel, such as a School Resource Officer (SRO) or security personnel, to serve as the safe-school officer.

Collaboration with Law Enforcement: We will collaborate with local law enforcement agencies to identify available officers who can fulfill the role of the safe-school officer.

Hiring and Training: If necessary, we will hire or contract a safe-school officer with the appropriate qualifications and training in school safety and security.

Roles and Responsibilities: The safe-school officer will be responsible for ensuring a safe environment during school hours, responding to security concerns, and collaborating with school staff and administrators.

Visibility and Presence: The safe-school officer will interact with and be visible to students, staff, and visitors, creating a sense of security and deterrence.

Emergency Preparedness: The safe-school officer will be trained to respond effectively to various emergencies, including lockdowns, medical incidents, and evacuation procedures.

Building Relationships: The safe-school officer will build positive relationships with students, promoting trust and open communication about safety concerns.

Crisis Intervention: The safe-school officer will receive training in crisis intervention and de-escalation techniques to address potential conflicts or disturbances.

Collaborative Approach: The safe-school officer will work collaboratively with school administrators, teachers, counselors, and support staff to address safety concerns and implement security measures.

Ongoing Training: The safe-school officer will undergo regular training to stay updated on the latest safety protocols and best practices.

Safety Drills: The safe-school officer will participate in safety drills, ensuring readiness for various scenarios.

Reporting and Documentation: The safe-school officer will maintain accurate records of safety incidents, interventions, and activities to inform future planning.

Communication with Law Enforcement: The safe-school officer will maintain open lines of communication with local law enforcement agencies to share information and collaborate on safety matters.

Enhanced Safety and Security: The school utilizes a comprehensive camera system throughout the campus to ensure the safety and security of students, staff, and visitors. Cameras provide continuous monitoring of high-traffic and sensitive areas, deterring potential incidents and allowing for swift response when needed. The camera system is strategically placed to maximize security while respecting privacy guidelines and adhering to legal standards.

Continual Improvement: We will regularly review the effectiveness of our safe-school officer program and make adjustments as needed to enhance security.

The school will adhere to the safety requirements outlined in s. 1006.07, F.S., including locking all gates and doors when not in use. If a gate or door is left unlocked, it will be actively supervised. Furthermore, the school, with assistance from the safe-school officer, will comply with all inspection and reporting requirements. All classrooms will have clearly marked shelter-in-place areas, and students will be informed of these spaces within the first 10 days of school.

Summit Academy Charter School II will actively promote the use of FortifyFL, the mobile suspicious activity reporting tool operated by the State of Florida. The school will ensure a link to FortifyFL is on its website, reference the service in at least two newsletters per year, and display posters on the community bulletin board. Furthermore, the application will be installed on all mobile devices issued to students, and the site will be bookmarked on all student-issued computer devices. The board of directors will designate one or more persons to receive tips through FortifyFL and maintain accurate, up-to-date contact information in the FortifyFL database. Advertising for FortifyFL will advise that persons who knowingly submits a false tip through FortifyFL may be subject to further investigation by law enforcement, and may be subject to criminal penalties. Within the first 5 days of each school year, students will be provided training on FortifyFL.

Our commitment to having a qualified safe-school officer present while school is in session reflects our dedication to maintaining a safe and secure learning environment. By working closely with law enforcement, providing ongoing training, and fostering positive relationships, we aim to ensure the safety and well-being of our students and staff.

B. Explain how the school will adopt an active assailant response plan and provide annual training on the plan, as required by section 1006.07(6), F.S.

Enter explanation here

The safety and security of our school community is a top priority, and we are committed to adopting a comprehensive active assailant response plan and providing annual training as mandated by section 1006.07(6), F.S. Our approach to this critical aspect of safety involves the following steps:

Active Assailant Response Plan Development: We will collaborate with law enforcement agencies, security experts such as School Guardians and State School Safety Inspectors, and stakeholders to develop a robust active assailant response plan.

Plan Components: Our plan will include detailed protocols for responding to an active assailant situation, communication procedures, lockdown procedures, evacuation routes, and guidelines for interacting with law enforcement. The plan will include plans and expectations for responding to an active assailant situation using three strategies: evading or evacuating, taking cover or hiding, and responding to or fighting back.

Tailored to School Environment: The plan will be tailored to the specific layout and features of our school building, ensuring that response strategies are effective in our unique context.

Training Materials and Resources: We will compile training materials, videos, and resources that support our active assailant response plan and provide a clear understanding of the procedures.

Annual Training Sessions: We will conduct annual training sessions for all staff members, including teachers, administrators, support staff, and custodians by October 1st of each year.

Participation of Law Enforcement: Local law enforcement agencies will participate in training sessions to provide insights, guidance, and demonstrations on responding to active assailant situations.

Hands-On Drills and Simulations: Practical exercises, drills, and simulations will be conducted to familiarize students and staff with response procedures and enhance their preparedness. The School will conduct all drills required under Florida Admin. Code R. 6A-1.0018(16).

Crisis Communication Training: Training will also cover communication protocols during an active assailant incident, ensuring effective coordination and dissemination of information.

Training for Students: Students will also receive training on age-appropriate safety measures and the importance of following instructions during emergencies. Maps showing fire drill escape routes will be posted in all school rooms and provided to students and staff upon request.

Scenario-Based Training: Training sessions will involve scenario-based simulations to replicate real-life situations and promote effective decision-making.

Family Reunification Plan: The board of directors shall, in coordination with local law enforcement agencies and local government, adopt a family reunification plan to reunite students and employees with their families in the event the school is closed or unexpectedly evacuated due to a disaster.

The reunification plan will be reviewed annually and updated, if applicable.

Evaluation and Improvement: After each training session, we will gather feedback from participants to identify areas for improvement and refine the active assailant response plan.

Refresher Training: In addition to annual training, refresher sessions may be conducted throughout the year to reinforce knowledge and skills.

Community Engagement: We will engage with parents and the community to communicate our commitment to safety and involve them in the development and review of our active assailant response plan.

Continuous Updates: Our active assailant response plan will be reviewed and updated regularly to reflect the latest best practices and evolving safety considerations.

The school is fully committed to ensuring the safety and well-being of its students and staff. To achieve this, we are dedicated to complying with Alyssa's Law, which is aimed at enhancing school safety by implementing effective communication systems during emergency situations. Alyssa's Law requires schools to have panic alarms or alert systems that can quickly and discreetly notify law enforcement and first responders in the event of a threat or emergency. Additionally, the school will use the Florida Safe Schools Assessment Tool (FSSAT) to assess and address risks at the school. The school will implement recommendations made by law enforcement and first responders.

By adopting a thorough active assailant response plan and providing ongoing training, we are taking proactive steps to enhance the safety and preparedness of our school community. This approach reflects our dedication to ensuring a secure environment for learning and growth.

C. Explain how the school will establish a threat assessment team as required by section 1006.07(7), F.S.

Enter explanation here

Creating a threat management team is a crucial component of our commitment to maintaining a safe and secure school environment, in alignment with section 1006.07(7), F.S. and Florida Admin. Code R. 6A-1.0019. The primary purpose of the threat management team is to minimize the risk of violence at the school, and the team is responsible for coordinating resources and assessing and intervening with individuals whose behavior may pose a threat to the safety of the school.

Our threat management team will be composed of at least four individuals with diverse expertise, working collaboratively to identify and address potential threats. Here's how we will establish and operate our threat management team:

Team Composition: The principal will be responsible for appointing team members. Our threat management team will include key personnel with expertise in various areas, such as school administration, mental health, law enforcement, counseling, and student support. The team will also include a member with personal knowledge of the student of concern. Team members will meet the requirements of Florida Admin. Code R.6A-1.0019(4)(c).

Training: Team members will receive specialized training in the Florida Model, threat assessment procedures, identifying risk factors, behavioral analysis, and crisis intervention techniques.

Collaborative Approach: The team will work together to review and assess potential threats or concerning behaviors exhibited by students, staff, or individuals within the school community.

Information Sharing: Members of the threat management team will collaborate and share relevant information to gather a comprehensive understanding of the situation.

Early Intervention: The team will focus on early intervention and prevention, aiming to identify and address potential threats before they escalate.

Regular Meetings: The team will convene as often as needed to fulfill its duties of assessing and intervening with students whose behavior may pose a threat of harm to themselves or others, but no less than monthly. The team will maintain documentation of their meetings, including meeting dates, team members in attendance, cases discussed and actions taken.

Evidence-Based Assessment: The team will use evidence-based protocols to assess threats, taking into consideration behavioral indicators, social media activity, and other relevant information.

Decision-Making Process: Based on assessment findings, the team will collectively make decisions regarding appropriate interventions, referrals, and support services.

Student Support: For cases involving students, the threat management team will collaborate with counselors, teachers, and other support staff to provide necessary interventions and assistance.

Privacy and Confidentiality: The team will handle all information with utmost confidentiality, adhering to legal requirements and guidelines for sharing information.

Communication with Law Enforcement: If necessary, the team will liaise with law enforcement agencies to ensure a coordinated response to potential threats.

Documentation and Reporting: Detailed documentation of assessment findings, interventions, and outcomes will be maintained to inform future decision-making and review.

Continuous Training and Improvement: The threat management team will participate in ongoing training to stay updated on best practices and improve effectiveness of threat assessment processes.

Community Engagement: We will engage parents, students, and the community in understanding the role of the threat management team and promoting a collaborative approach to safety.

Regular Review: The threat management team's procedures and effectiveness will be regularly reviewed and updated to reflect evolving safety considerations and best practices.

By establishing a dedicated threat management team, we are proactively addressing potential threats and creating a supportive and secure environment for our school community. Our team's collective expertise and collaborative efforts will contribute to early intervention, prevention, and the overall safety and well-being of our students and staff.

D. Explain how the school will accurately and timely report incidents related to school safety and discipline as required by section 1006.07(9), F.S.

Enter explanation here

Accurate and timely reporting of incidents related to school safety and discipline is essential to maintaining transparency, addressing concerns, and ensuring the safety and well-being of our school community, as mandated by section 1006.07(9), F.S. We have developed a comprehensive approach to reporting incidents promptly and accurately. Here's how we will fulfill this requirement:

Incident Documentation: In accordance with the Florida Model Training, all incidents related to school safety and discipline will be promptly documented by staff members who witness or are informed about the incident. The principal, along with two or more staff members, will be trained in properly managing School Environmental Safety Incident Reports (SESIR). The School Safety Officer will also participate in FLDOE training to accurately report incidents.

Incident Categories: We will establish clear categories for different types of incidents, including bullying, harassment, fights, vandalism, and more.

Reporting Channels: Multiple reporting channels will be available to staff, students, parents, and stakeholders. This includes in-person reporting, written reports, online platforms, and dedicated email addresses.

Centralized Reporting System: We will implement a centralized reporting system where incidents can be documented and recorded, ensuring consistency and easy access to information. The school will ensure that all incidents which qualify for reporting under SESIR are reported to the FLDOE. More specifically, any incident occurring on the school campus, on school-sponsored transportation, during off-campus school-sponsored activities, or off-campus where the incident is accomplished through electronic means, if the incident substantially disrupts the educational process or orderly operation of the school, and which otherwise meets a SESIR definition, will be reported.

Incident Reporting Form: A standardized incident reporting form will be used to ensure that all relevant details are captured consistently.

Timely Reporting: Incidents will be reported promptly following the occurrence, ensuring that accurate information is documented while the details are still fresh.

Communication Protocols: We will establish clear communication protocols to ensure that relevant stakeholders are informed about incidents appropriately. This may include notifications to parents, staff, and appropriate authorities.

Incident Review and Analysis: Reported incidents will be reviewed and analyzed by designated personnel to identify trends, patterns, and potential areas of concern.

Privacy and Confidentiality: Confidentiality of sensitive information will be maintained in accordance with legal requirements when reporting incidents involving students.
Reporting to Authorities: If required by law or regulations, incidents will be reported to the appropriate authorities in a timely manner.
Communication with Parents: Parents will be promptly informed of incidents involving their children, ensuring open communication and transparency.
Annual Reporting: We will compile an annual report on incidents related to school safety and discipline, summarizing the data, trends, and actions taken to address them.
Continuous Improvement: Our reporting processes will be regularly reviewed and improved based on feedback, best practices, and emerging needs.
Stakeholder Engagement: We will engage with parents, students, staff, and the community to promote awareness of our reporting processes and encourage active participation.
By implementing a robust incident reporting system and prioritizing accuracy and timeliness, we are dedicated to promoting transparency, addressing concerns, and fostering a safe and supportive school environment for all members of our community.

Evaluation Criteria: School Safety and Security

Reviewers will look for:

- A plan that reasonably ensures the safety of students and staff and the protection of the school facility and property. Note that a fully developed plan will be completed after approval of the application.
- A description of how the school plans to comply with the requirement that at least one safe-school officer is present while school is in session.
- Procedures that clearly demonstrate a plan to respond to active assailant incidents.
- A description of how the school plans to train school staff to respond to active assailant incidents.
- A description of how the school will establish a threat management team to coordinate resources, assess and intervene with students whose behavior may post a threat to the safety of the school, school staff or students.

Element Review

Rating/Description
Meets the Standard Added by Morgan Nykiel at 10/15/2025
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/15/2025

5. Budget

Reviewer Instructions

The Budget section should provide financial projections for the school over the term of its charter.

Statutory Reference(s):

s. 1002.33(6)(a)5.; s. 1002.33(6)(b)2.

Evaluation Criteria:
A response that meets the standard will present:

- Budgetary projections that are consistent with and support all key aspects of the application, including the school's mission, educational program, staffing plan, and facility.
- A realistic assessment of projected sources of revenue and expenses that ensure the financial viability of the school.
- A sound plan to adjust the budget should revenues not materialize as planned.

Form Result

A. Provide as Attachment X, an operating budget covering each year of the requested charter term that contains revenue projections (using the Florida charter school revenue estimate worksheet as Attachment W for at least the first year of operation), expenses, and anticipated fund balances. The budget should be based on the projected student enrollment indicated in Section 2 of the application. A template for the operating budget may be available from the sponsor upon request.

Attachment X: Operating Budget	Attachment X.pdf 3.88 MB • Added 2 months ago

Attachment W: school revenue estimate worksheet

Attachment W.pdf
1.09 MB • Added 2 months ago

B. Provide a start-up budget as Attachment Y that contains a balance sheet, revenue projections, including source of revenues, expenses, and anticipated fund balance. The start-up budget must cover any period prior to the beginning of FTE payments in which the school will expend funds on activities necessary for the successful start-up of the school.

Attachment Y: start-up budget

Attachment Y.pdf
475.21 KB • Added 2 months ago

C. If the budget is contingent upon sources of funding beyond those typically provided by local, state, and federal governments (such as funding from foundations, donors, grants), provide evidence of such funding (e.g. MOU, letters) as Attachment Z.

Attachment Z: special sources of funding

Attachment Z.pdf
872.71 KB • Added 2 months ago

D. Provide a detailed narrative description of the line-item revenue and expenditure assumptions on which the operating and start-up budget are based. The budget narrative should provide sufficient information to fully understand how budgetary figures were determined.

Enter content here

The operating and start-up budgets for the school are based on several key revenue and expenditure assumptions, outlined in Attachment X, to ensure a sustainable financial foundation during the initial years of operation. The primary revenue assumptions are based on projected student enrollment, with funding derived from per-student allocations through the Florida Education Finance Program (FEFP) and other local or state funding sources. The enrollment figures are estimated conservatively, with a focus on maintaining enrollment stability through effective marketing and outreach strategies. Additionally, revenue projections account for potential grants and philanthropic donations that may be secured in the first year, as well as possible reimbursements for federal programs such as Title I and IDEA. These revenue streams are projected with a degree of caution to ensure that the school can meet its obligations even if actual revenues fall short of initial projections. On the expenditure side, the budget assumes essential costs for staff salaries, benefits, and operational expenses, such as rent, utilities, and instructional materials. Teacher salaries are based on competitive market rates, and the budget includes allowances for the recruitment of qualified staff with appropriate certifications. Operational costs are based on market research and historical data for similar schools, ensuring that the school can maintain quality facilities, technology infrastructure, and academic materials. Additionally, the budget includes start-up costs such as facility renovations, furniture, and initial marketing campaigns to establish the school's presence in the community. These expenditures are scaled according to the school's revenue projections, ensuring that initial outflows are aligned with anticipated income, and will be adjusted if revenue targets are lower than expected. The budget also includes a contingency fund for unforeseen costs, such as legal fees or additional compliance-related expenses, to ensure that the school's financial needs are met during its start-up phase and throughout the first year of operation.

E. Discuss the school's contingency approach and plan to meet financial needs if anticipated revenues are not received or are lower than estimated. This may include budgets for 75% and 50% of revenue projections or a budget for whatever percentage the applicant considers the minimum percentage at which they could operate the educational plan presented.

Enter content here

If anticipated revenues are not received or are lower than estimated, the school will implement a contingency approach to ensure that financial needs are met and the educational plan can continue to operate. The school will prepare alternative budgets based on varying revenue scenarios, including budgets for 75% and 50% of projected revenue, as outlined in Attachments U, X, and Z. These contingency budgets will focus on reducing non-essential expenses, such as delaying capital expenditures, limiting administrative costs, and adjusting staffing levels to align with the reduced funding. In addition, the school will prioritize core educational services and ensure that funding is directed towards student programs and essential operational costs.

To further mitigate financial risks, the school will explore options for short-term financing, such as a line of credit or bridging loans, to cover any temporary cash flow gaps. The school will also actively seek alternative revenue sources, such as grants, donations, or additional student enrollment, to supplement the reduced funding. By closely monitoring financial performance and adjusting expenditures as needed, the school will ensure that it can continue to deliver its educational services even in the face of revenue shortfalls.

F. Explain in detail the year one cash flow contingency plan, in the event that revenue projections are not met (or not met on time).

Enter explanation here

In the event that revenue projections are not met or are delayed during the first year of operation, the school will implement a cash flow contingency plan to maintain financial stability. The plan will involve closely monitoring cash inflows and expenditures to identify any shortfalls early. If necessary, the school will reduce discretionary spending, delay non-essential capital expenditures, and temporarily defer or adjust staffing levels to align with available resources. Additionally, the school will explore options for short-term financing, such as a line of credit or bridging loans, to cover any gaps in cash flow until revenue targets are met. This proactive approach will ensure that the school can continue its operations smoothly while safeguarding its financial health.

Reduced budgets, as outlined in Attachment X, will serve as a guideline for adjusting expenditures if revenue projections are not met, ensuring that essential functions of the school are prioritized, and non-critical spending is minimized. The school will also work closely with its financial team to assess alternative revenue opportunities or additional funding sources that can help stabilize cash flow during the first year.

G. Provide monthly cash flow projections for the school's start-up period (i.e. from the date on which the application is approved to the beginning of the first fiscal year of operation) through the first year of operation.

Enter content here	See Attachment X
Attach any files containing cash flow projections (optional)	Attachment X.pdf 3.88 MB • Added 2 months ago

Evaluation Criteria: Budget

Reviewers will look for:

- Budgetary projections that are consistent with and support all key aspects of the application, including the school's mission, educational program, staffing plan, and facility.
- A realistic assessment of projected sources of revenue and expenses that ensure the financial viability of the school.
- A sound plan to adjust the budget should revenues not materialize as planned.

Element Review

Rating/Description
Meets the Standard Added by Marlem Aleman at 10/06/2025
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/13/2025

6. Financial Management and Oversight

Reviewer Instructions

The Financial Management and Oversight section should describe how the school's finances will be managed and who will be responsible for the protection of student and financial records.

Statutory Reference(s):
s. 1002.33(6)(a)5.; s. 1002.33(7)(a)9.; s. 1002.33(7)(a)11.
Evaluation Criteria:
A response that meets the standard will present:

- A clear description of how the school's finances will be managed, including who (or what contracted entity) will manage the finances. Such plan should contain strong internal controls to ensure appropriate fiscal management and ability to comply with all financial reporting requirements.
- A plan for the governing board to regularly exercise oversight over and take accountability for all financial operations of the school.
- Provisions for an annual financial audit.
- Appropriate public transparency of school financial health.
- Appropriate plan to securely store financial records.
- A plan to obtain appropriate and reasonable insurance coverage.

Form Result

A. Describe who will manage the school's finances and how the school will ensure strong internal controls over financial management and compliance with all financial reporting requirements.

Enter description here

The financial management of the school will be a collaborative effort between Building Hope and the Governing Board, ensuring strong internal controls and compliance with all financial reporting requirements. Here's how both entities will play a role in managing the school's finances:

Building Hope: Building Hope, as a well-established charter school support organization, will provide comprehensive financial management and oversight services to the school. Their experienced financial team will contribute their expertise to manage day-to-day financial operations, budgeting, reporting, and compliance.

Governing Board: The Governing Board, as the school's ultimate decision-making authority, will have direct oversight of financial matters. They will work closely with Building Hope to ensure prudent financial management aligned with the school's goals and mission.

Internal Controls: Building Hope, in collaboration with the Governing Board, will establish robust internal controls to safeguard the school's financial assets and ensure accurate financial reporting. Financial policies and procedures will be developed, documented, and communicated to all relevant stakeholders, ensuring consistency and transparency in financial practices.

Financial Reporting: Building Hope will maintain accurate financial records and generate regular financial reports for review by the Governing Board. Financial reports will be designed to provide a clear overview of the school's financial health, budget performance, and compliance with funding requirements.

Compliance: Building Hope will monitor compliance with all financial reporting requirements, ensuring that the school adheres to state and federal regulations. The Governing Board will actively participate in financial reviews and compliance assessments to ensure accountability.

Auditing and Reviews: The school's financial records will undergo regular internal audits and reviews to identify any discrepancies or issues that need to be addressed. Building Hope will coordinate external audits, working with reputable auditing firms to conduct annual financial audits and provide assurance of compliance.

Transparency and Communication: Building Hope and the Governing Board will maintain transparent communication regarding financial matters. Regular meetings will include financial updates and discussions to ensure alignment with the school's mission and goals.

Financial Training: The Governing Board members will receive training on financial management, governance, and fiduciary

responsibilities to enhance their understanding of financial matters.

Risk Management: Building Hope will work with the school to identify and mitigate financial risks through sound financial planning and risk management strategies.

By combining the expertise of Building Hope and the oversight of the Governing Board, the school's financial management will benefit from a dual layer of expertise and accountability. This collaborative approach will foster financial stability, accountability, and transparency, ensuring that the school's resources are managed prudently and in alignment with its educational mission.

B. Explain the mechanisms the governing board will use to monitor the school's financial health and compliance.

Enter explanation here

The Governing Board will play a crucial role in monitoring the school's financial health and compliance, ensuring transparency, accountability, and the prudent use of resources. Here are the mechanisms the Board will use to effectively monitor the school's financial health and compliance:

Financial Reports and Updates: Regular financial reports will be provided to the Governing Board, detailing the school's budget performance, expenditures, revenues, and any significant financial developments. The financial reports will offer a clear snapshot of the school's financial position and assist the board in making informed decisions.

Budget Review and Approval: The Governing Board will review and approve the school's annual budget, ensuring that it aligns with the school's mission, goals, and strategic priorities. Budget discussions will involve analyzing financial projections, assessing funding sources, and evaluating how resources are allocated. Throughout the school year the budget will be reviewed by the Governing Board and the Governing Board shall be responsible for amending the budget, if necessary.

Compliance Monitoring: The Governing Board will ensure compliance with financial reporting requirements set by the charter contract and any applicable state and federal agencies, as well as any obligations outlined in the charter agreement. Compliance reviews will encompass financial statements, grants, contracts, and other financial documentation.

Internal Audits and Reviews: The Governing Board will oversee internal audits and reviews of financial records to identify any potential irregularities, discrepancies, or areas of concern. The board will collaborate with external auditors to ensure the integrity and accuracy of financial statements.

Financial Policy Development and Review: The Governing Board will develop and review financial policies and procedures to ensure that the school's financial operations are conducted in accordance with best practices and regulatory requirements and/or will adopt District approved policies if available.

Risk Management and Mitigation: The board will actively participate in discussions on risk management strategies to identify and address financial risks that could impact the school's stability.

Disclosures and Transparency: The Governing Board will ensure that all necessary financial disclosures are made accurately and in a timely manner to the relevant authorities, stakeholders, and the public.

Strategic Financial Planning: The board will engage in discussions about long-term financial sustainability, growth strategies, and investment decisions to support the school's mission.

Oversight of Financial Decisions: Major financial decisions over $1000, such as contracts, partnerships, and major expenditures, will be subject to review and approval by the Governing Board. There will also be no spending without the approval of the Principal.

Training and Professional Development: Governing Board members will receive training in financial management, governance, fiduciary responsibilities, open government and conflicts of interest/ethics to effectively carry out their oversight role.

Open Communication: The board will maintain open lines of communication with school leadership and the financial management team to stay informed about financial matters.

By actively engaging in these mechanisms, the Governing Board will ensure that the school's financial health and compliance are closely monitored, fostering responsible financial management, accountability, and the achievement of the school's educational objectives.

C. Describe the school's plans and procedures for conducting an annual audit of the financial operations of the school.

Enter description here

To ensure compliance with Section 218.391, Florida Statutes (F.S.), in the selection process for an auditor, Summit Academy Charter School II will follow a thorough and transparent procedure in choosing a qualified auditor for the school's annual financial audit. This process will adhere to the legal and regulatory requirements outlined in the statute.

The school's governing board will establish an auditor selection committee consisting of members with relevant financial expertise, which may include at least one member of the governing board. The committee will be tasked with overseeing the entire selection process, reviewing proposals, and ensuring full compliance with Section 218.391, F.S.

The selection committee will develop clear, objective criteria for evaluating prospective auditors. Criteria will include qualifications, relevant experience with charter school audits, understanding of Florida public sector accounting, audit approach, and proposed fees. In compliance with Section 218.391, F.S., the committee will publicly advertise a request for proposals (RFP) to ensure that all qualified auditing firms have the opportunity to submit proposals. The RFP will outline the scope of services and evaluation criteria in a way that ensures fairness and transparency.

After receiving proposals, the selection committee will evaluate each based on the established criteria. Proposals will be ranked according to the auditor's qualifications, experience, approach, and cost. The committee will then recommend the highest-ranked firm to the governing board.

Once the governing board approves the recommended auditor, the committee will proceed to negotiate the terms of the audit contract, ensuring that the terms are fair, compliant with Florida law, and align with the school's needs. The final contract will be submitted to the governing board for approval.

By following this process, Summit Academy Charter School II will ensure its compliance with Section 218.391, F.S., while selecting a highly qualified auditor to perform the annual audit of the school's financial operations.

Plans and Procedures for Conducting the Annual Audit:

- Engagement and Pre-Audit Preparation: The school will formally engage the selected external auditor for the annual financial audit. The school's financial management team will collaborate with the auditor to provide necessary documentation.
- Audit Planning: The external auditor will work with the school's financial management team to develop an audit plan, which will outline the scope, focus areas, and audit timeline.
- Financial Record Review: The school's financial team will organize relevant financial records, including financial statements, transaction records, contracts, and grants.

- On-Site Audit: The auditor will conduct an on-site visit to review and verify financial records.
- Testing and Verification: The auditor will perform tests to verify the accuracy of financial transactions, reconcile accounts, and examine supporting documentation.
- Internal Control Evaluation: The auditor will evaluate the school's internal controls related to financial operations and recommend improvements if necessary.
- Financial Statements and Reporting: After the audit, the external auditor will prepare and present the audited financial statements reflecting the school's financial status.
- Audit Findings and Recommendations: The auditor will share any findings or recommendations with the school to improve internal controls or financial practices.
- Transparency and Compliance: The school will ensure that the audit process complies with all applicable regulations, maintaining transparency throughout.
- Board Review and Approval: The governing board will review and approve the audited financial statements, acknowledging the audit findings and recommendations.
- Annual Reporting: The audited financial statements will be included in the school's annual report, submitted to the Sponsor and posted on the school's website to ensure transparency with stakeholders.

By adhering to these procedures, the school will ensure accurate, transparent, and compliant financial reporting, reflecting responsible financial management.

D. Describe the method by which accounting records will be maintained.

Enter description here

The school will maintain accurate and organized accounting records through a systematic and compliant process:

- Accounting Software: Reliable accounting software will be used to manage financial transactions, accounts, and reports.
- Chart of Accounts: A structured chart of accounts will be established to categorize and organize financial transactions.
- Accrual Basis Accounting: The school will follow accrual accounting to record financial transactions in the period they occur.
- Documentation: Financial transactions will be supported by appropriate documentation, stored both electronically and in hard copy.
- Transaction Recording: Financial transactions will be recorded promptly and accurately in the accounting system.
- Bank Reconciliation: Regular reconciliations will ensure that bank account balances match recorded balances, with any discrepancies investigated.
- Financial Statements: The software will generate balance sheets, income statements, and cash flow statements.
- Internal Controls: Strong internal controls will be implemented to safeguard financial records.
- Regular Review: The financial team will conduct routine checks to ensure accuracy and completeness of records.
- Backup and Security: Data backups and security measures will protect sensitive financial information.
- Compliance and Audits: Records will be compliant with applicable laws and regulations, ready for audits.
- Record Retention: Financial records will be retained for the required period in a secure location.

This method ensures that the school's accounting records are accurate, transparent, and compliant with regulatory requirements, supporting responsible financial management and accountability.

E. Describe how the school will ensure financial transparency to the authorizer and the public, including its plans for public adoption of its budget and public dissemination of its annual audit and financial report.

Enter description here

The school is committed to maintaining a high level of financial transparency to the authorizer, the public, and all stakeholders. We recognize the importance of providing clear and accessible financial information to demonstrate accountability and responsible financial management. Here's how we will ensure financial transparency:
Public Adoption of Budget: The school's annual budget will be developed in collaboration with the Governing Board and the financial management team. The budget will be presented to the Governing Board for review and approval. The approved budget will be publicly adopted during a designated board meeting. This meeting will be open to the public, allowing stakeholders to gain insight into the school's financial priorities and resource allocation.
Public Dissemination of Annual Audit and Financial Report: The annual audit, will result in audited financial statements. The financial statements audited, along with the auditor's report, will be made available to the public. These documents will be accessible through the school's official website and other communication channels. A summary of the audit findings and key financial performance indicators will be shared with stakeholders in a clear and comprehensible manner.
Financial Reporting and Communication: The school's management team will provide updates to the Governing Board on financial matters. The Governing Board will then share financial updates with the public during meetings, promoting transparency and accountability. All information required by s. 1002.33(9)(p)(1), F.S., including the school’s annual budget, annual independent fiscal audit and governing board meeting minutes shall be posted to the school’s website.
Open Board Meetings: Governing Board meetings will be open to the public, providing an opportunity for stakeholders to attend, ask questions, and gain insights into the school's financial decisions and management.
Community Engagement: The school will actively engage with parents, community members, and other stakeholders through regular communications, newsletters, and town hall meetings. These platforms will serve as opportunities to discuss financial matters and address any inquiries.
Annual Report: The school will prepare an annual report that includes a summary of financial performance, budget allocation, and other financial highlights. This report will be shared with the public to offer a comprehensive overview of the school's financial health.
Transparency Initiatives: The school will explore additional transparency initiatives, such as interactive financial dashboards or online platforms that allow stakeholders to access and visualize financial data.
By implementing these measures, and publishing them on the school website, the school aims to provide transparent and accessible

financial information to the authorizer, the public, and all stakeholders. This commitment to financial transparency aligns with our core values and underscores our dedication to responsible financial stewardship and accountability.

F. Describe any key back-office services to be outsourced via contract, such as business services, payroll, and auditing services. Include the anticipated costs of such services and criteria for selecting such services.

Enter description here

The school recognizes the importance of efficient and specialized back-office services to ensure smooth operations and compliance with regulatory requirements. As part of our approach to outsourcing key back-office services, we plan to contract with reputable service providers for business services, payroll, and auditing services. Here's an overview of our approach:

Business Services: We will contract with Building Hope, a well-established charter school support organization, to provide comprehensive business services. Their experienced team will manage administrative functions, including bookkeeping, accounts payable and receivable, financial reporting, and vendor management. The anticipated cost for business services is paid by the management company. Criteria for selecting a business services provider included their expertise in school administration, track record in managing financial operations, and alignment with our mission and values.

Payroll Services: We will contract with ADP, a recognized leader in payroll processing, to manage payroll processing, tax withholding, benefits administration, and compliance with labor regulations. The estimated annual cost for payroll services is estimated in Attachment X. We selected ADP based on their expertise in payroll management, accuracy, security of sensitive information, and their ability to provide responsive customer support.

Auditing Services: We will contract with our selected external auditing firm, to conduct the annual financial audit and review of our financial operations. The cost for the annual audit services is estimated in Attachment X. Criteria for selecting an auditing services provider included their expertise in school audits, reputation for thoroughness, and their ability to provide actionable recommendations for improvement.

Selection Criteria:

- Providers' experience and track record in serving educational institutions, especially charter schools.
- Their ability to offer secure and compliant services, adhering to relevant regulations.
- Alignment with the school's mission, values, and commitment to transparency.
- Demonstrated ability to provide timely and accurate services that meet the school's needs.

By outsourcing these key back-office services to Building Hope and ADP, and continuing the partnership with a certified auditing accounting firm, we aim to leverage the expertise of experienced professionals while ensuring compliance and accuracy in financial operations. This approach allows us to focus on our core mission of providing high-quality education while leaving specialized tasks to trusted partners.

G. Describe how the school will store financial records.

Enter content here

The school will establish a systematic and secure approach to storing financial records to ensure accessibility, accuracy, and compliance with record retention requirements. Here's how we will store financial records:

To ensure that electronic records at Summit Academy Charter School II are secure and accessible only to authorized internal users, the IT team will implement the following security measures:

Access Controls: The school will establish role-based access controls (RBAC) that limit data access based on user roles and responsibilities. Only authorized personnel will be granted access to sensitive information.

Strong Authentication Protocols: Multi-factor authentication (MFA) will be implemented to add an extra layer of security, requiring users to verify their identity through multiple methods before accessing electronic records.

Regular Audits and Monitoring: The IT team will conduct regular audits of user access logs to monitor for unauthorized access attempts. Any suspicious activity will be promptly investigated.

Data Encryption: Sensitive electronic records will be encrypted both in transit and at rest to protect against unauthorized access. This ensures that even if data is intercepted, it cannot be read without the appropriate decryption keys.

Firewalls and Intrusion Detection Systems: The school will utilize firewalls and intrusion detection systems (IDS) to monitor and control incoming and outgoing network traffic, helping to deter outside users from accessing sensitive information.

User Training: Staff members will receive regular training on data security best practices, including how to recognize phishing attempts and the importance of safeguarding sensitive information.

Secure Backup Solutions: Regular backups of electronic records will be performed and stored securely to prevent data loss and ensure quick recovery in the event of a security breach.

Electronic Document Management System: We will implement an electronic document management system to store and organize electronic financial records. This system will include folders and subfolders for various categories of financial documents.

Cloud-Based Storage: Financial records will be stored on a secure cloud-based platform with robust security measures. This approach ensures data redundancy, disaster recovery, and accessibility from different locations.

Physical Document Storage: Hard copies of critical financial documents, such as contracts and legal agreements, will be stored in locked filing cabinets within a secure office space.

Data Backup and Recovery: Regular data backups will be performed to prevent data loss. Backups will be stored securely off-site, and data recovery procedures will be in place in case of emergencies.

Record Retention Policy: The school will develop and adhere to a record retention policy as dictated by Florida law that outlines how long specific financial records should be retained based on legal, regulatory, and operational requirements.

Compliance with Regulations: Financial records will be stored in accordance with relevant regulations, including the Florida Public Records Act and any other federal or state requirements.

Security Measures: We will employ physical and digital security measures to prevent unauthorized access, data breaches, and data loss.

Disaster Recovery Plan: A disaster recovery plan will be in place to address potential data loss due to unforeseen events. This plan will include steps for data restoration and continuity of operations.

By implementing these measures, the school will ensure that its financial records are securely stored, easily accessible, and compliant with relevant regulations. This systematic approach contributes to the transparency, accountability, and responsible financial management of the school's operations. Summit Academy Charter School II will create a secure environment for electronic records, protecting sensitive information from unauthorized access and ensuring compliance with data protection regulations.

H. Describe the insurance coverage the school will obtain, including applicable health, workers compensation, general liability, property insurance, and directors' and officers' liability coverage.

Enter content here

The School agrees to provide the following proof of insurance:

- Errors and Omissions coverage to include prior acts, sexual harassment, civil rights and employment discrimination, breach of contract, insured versus insured, consultants and independent contractors and with minimum policy limits of $2,000,000.00. The insurance shall be subject to a maximum deductible not to exceed $25,000 per claim. If the insurance is on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Charter;
- General liability coverage written on an occurrence form with minimum policy limits of $1,000,000.00 per occurrence and an aggregate limit of $2,000,000.00; Business automobile coverage with the same limits as general liability.
- Property insurance shall be secured for buildings and contents. Property Insurance coverage for the "Building" includes the structure, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the Building is under construction, the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies, and temporary structures within 100 feet of the premises. If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor evidence of business personal property insurance, to include furniture, fixtures, equipment and machinery used in the School.

The School further agrees to secure and maintain property insurance for the School's personal property, and to insure all of the District's owned property, if any, to be used by the School to its full fair market value with the Sponsor named as loss payee. The insurance must be sufficient to provide for replacement of property.

Summit Academy Charter School II offers a comprehensive employee benefits package designed to support the health and well-being of its staff. Employees are provided health insurance through United Healthcare, ensuring access to quality medical services. In addition to health insurance, the school offers a $10,000 life insurance policy to eligible employees. Staff also have the option to enroll in additional coverage for dental and vision insurance, as well as the opportunity to purchase short-term or long-term disability insurance to help protect against income loss due to illness or injury. This benefits package

reflects Summit Academy Charter School II's commitment to providing essential resources that contribute to a supportive and caring work environment.
The School agrees to provide adequate Workers' Compensation insurance coverage as required by Chapter 440, Florida Statutes.
Fidelity Bond and Crime Coverage: The School shall purchase Employees Dishonesty or Crime Insurance for all Governing Board members and employees, including Faithful Performance of duty coverage for the School's administrators and Governing Board with an insurance carrier authorized to do business in the State of Florida and coverage shall be in the amount of no less than one million ($1,000,000) dollars per loss/two million ($2,000,000) dollars annual aggregate. In lieu of Employee Dishonesty or Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.
No later than 30 days prior to the opening of school, the School shall furnish the District with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins by July 1. The certificates shall be issued to the Sponsor and name the Sponsor as an additional insured.
Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the School Board evidence of the renewal or replacement of the insurance no less than thirty (30) days before expiration or termination of the required insurance for which evidence was provided. Should any of the above described policies be cancelled before the expiration date, written notice to the Sponsor shall be delivered in accordance with the policy provisions or within 10 days of cancellation, whichever is sooner.

Attach any insurance policies or related documents (optional)

Notes

Concern was added at 10/13/2025 03:25 PM by Reynaldo Tunnermann

The narrative on internal controls in this section lacks sufficient detail regarding the specific areas of the school's financial operations that will be subject to control and the nature of the controls to be implemented."

Concern was added at 10/14/2025 12:28 PM by Ella Ahgal

I agreed with Mr. Reynaldo Tunnermann. It would be helpful if we could expand on this section and provide more clarity on which areas of financial operations we are targeting and the exact controls we plan to implement. This will ensure a comprehensive understanding and proper execution of our internal control measures.

Element Review

Rating/Description
Partially Meets the Standard Added by Reynaldo Tunnermann at 10/13/2025
Partially Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/14/2025

7. Start-Up Plan

Reviewer Instructions

The Start-Up Plan should provide a clear roadmap of the steps and strategies that will be employed to prepare the school to be ready to serve its students well on the first day of operation.

Statutory Reference(s):
s. 1002.33(7)(a)16.
Evaluation Criteria:
A response that meets the standard will present an action plan that:

- Provides a thoughtful and realistic implementation plan that covers major operational items and provides flexibility for addressing unanticipated events.

Form Result

A. Present a projected timetable for the school's start-up, including but not limited to the following key activities:

i. Applying for and securing appropriate legal status (e.g. status as a state corporation, federal non-profit)
ii. Identifying and securing facility
iii. Recruiting and hiring staff (leaders, teachers, and other staff)
iv. Staff training
v. Finalizing curriculum and other instructional materials
vi. Governing board training

vii. Policy adoption by Board (if necessary)
viii. Recruiting students
ix. Enrollment lottery, if necessary
x. Establishing financial procedures
xi. Securing contracted services
xii. Fundraising, if applicable
xiii. Finalizing transportation and food service plans
xiv. Procuring furniture, fixtures and equipment
xv. Procuring instructional materials

The activities included should align with the start-up budget described earlier in the application. If an activity will be paid for by a source of funding not included in the start-up budget, it should be clearly indicated. (This timetable is a projection and is not meant to be binding on the school or sponsor. A formal timeline may be negotiated in the charter agreement)

Enter content here

Here is a projected timetable for the start-up of the school, outlining key activities aligned with the start-up budget:
Action Plan:
November 2025:

- Apply for legal status as a state corporation and federal non-profit.
- Begin discussions and negotiations with potential facility providers.
- Continue legal status application process.
- Research and finalize potential facility options.

December 2025

- Secure legal status as a state corporation and federal non-profit.
- Secure facility lease or purchase agreement.
- Develop and implement a recruitment plan for key positions.
- Establish and implement recruitment plan for students.

January 2026:

- Continue legal and financial preparations.
- Develop a detailed staff recruitment plan.
- Begin General Enrollment Period and follow Lottery Guidelines
- Establish Financial Procedures

February 2026 – March 2026:

- Receive Charter Approval

- Recruit and hire essential staff positions.
- Initiate background checks and reference checks for staff candidates.
- Continue General Enrollment Period and follow Lottery Guidelines.
- Order Furniture, Fixtures and Equipment.
- Governing Board Training
- Establish Financial Procedures

April 2026:

- Finalize key leadership positions and teacher recruitment.
- Develop and implement staff orientation and training plans.
- Continue General Enrollment Period and follow Lottery Guidelines.

- Order Textbooks
- Policy Adoption by Board
- Secure Contracted Services (including Transportation and Food Services)

July 2026:

- Conclude staff recruitment and hiring.
- Initiate staff training on school policies, safety procedures, and curriculum.
- Finalize curriculum and instructional materials for teachers.
- Continue Enrollment Period and follow Lottery Guidelines.

Please note that this timetable is a projection and subject to adjustments based on various factors such as facility availability, regulatory requirements, and unforeseen circumstances. As requested by the evaluation criteria, this timeline simply addresses major operational items and provides flexibility in time for unanticipated events. As allowed by state statutes a formal timeline will be negotiated and included in the charter agreement.

Evaluation Criteria: Start-Up Plan

Reviewers will look for a thoughtful and realistic implementation plan that covers major operational items and provides flexibility for addressing unanticipated events.

Element Review

Rating/Description
Meets the Standard Added by Marlem Aleman at 10/06/2025
Meets the Standard Added by Rhonda L. Stephanik at 10/07/2025
Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/14/2025

VI) CHART OF ATTACHMENTS

Form Result

Use the following checklist to indicate that all the necessary attachments were uploaded in their respective application sections.

Attached	Off
Attached	On
Attached	On
Attached	On
Attached	On
Attached	On
Attached	On
Attached	On
Attached	On
Attached	On
Attached	On
Attached	On
Attached	On
Attached	On
Attached	On
Attached	On
Attached	On
Attached	Off
Attached	Off
Attached	Off
Attached	Off
Attached	Off
Attached	Off
Attached	Off

Attached	Off
Attached	Off
Attached	Off
Attached	Off
Attached	Off
Attached	Off
Attached	Off
Attached	Off

Evaluation Rubrics

This application element is not evaluated

VII) ADDENDA

Instructions

This addendum to the Model Florida Charter School Application is required of any applicant seeking any of the following:

- Replication of existing schools or school models*
- School operation or management via contract with a third-party education service provider (ESP**)

*An applicant may be considered to be replicating an existing school design if: 1) the proposed school is substantially similar overall to at least one school, AND 2) the individuals or organization involved in the establishment and operation of the proposed school are deeply involved in the operation of the similar school(s). For example, a plan to implement a specific program, such as a widely-used curriculum, would not be categorized as the replication of an existing school design.

**An ESP is any third-party entity, whether non-profit or for-profit, that provides comprehensive education management services to a school via contract with the school's governing board.

Complete each section as applicable:
Addendum A – Applicants seeking to replicate an existing school or school model
Addendum A1 – Applicants seeking to replicate a high-performing charter school per s. 1002.331, F.S.
Addendum B – Applicants contracting with a third-party ESP

Applicants must complete all applicable sections of the addendum. Some applicants will be required to complete multiple addenda. Schools replicating a high-performing charter school pursuant to s. 1002.331, F.S., are not required to complete Addendum A.

1. Replications

Reviewer Instructions

The Replications section should identify the school to be replicated and provide evidence that the model has been successful in raising student achievement, while also describing the capacity of the organization to operate an additional school.
Statutory Reference(s):
s. 1002.33(6)
Evaluation Criteria:
A response that meets the standard will present an action plan that:

- Evidence that school or model to be replicated demonstrates academic, organizational, and financial success.
- A clear, compelling vision for what is being replicated in terms of essential components of the educational program.
- A convincing rationale for how the school or model to be replicated will successfully serve the proposed target student population.
- A strong justification for changing key components of the original school or model in the proposed school. Such justification should include why the changes will better suit the targeted student population and whether the model is still similar enough to the existing model that comparable successful outcomes are likely.
- Evidence that the applicant group has a sound plan for developing the capacity to replicate an existing school including adequate financial and human resources.
- If applicable, evidence of successful past replications or lessons learned from unsuccessful attempts at replication that will increase the probability that this replication will be successful.

Form Result

A. Identify the existing school(s), including MSID number(s), to be replicated and provide evidence that the existing design has been effective in raising student achievement. The effectiveness of an existing school design should include evidence of the success of the academic program as well as organizational and financial viability. It should show a direct relationship between program elements and student achievement.

The existing school to be replicated is Summit Academy Charter School, located in Broward County, Florida, with MSID number 5320. Summit Academy Charter School has a track record of success in raising student achievement and demonstrating organizational and financial viability. Below are key points of evidence supporting the effectiveness of Summit Academy's design:

- Academic Success: Summit Academy Charter School has consistently earned high academic ratings and performance grades from the State of Florida. The school has earned consecutive "A" ratings, which indicates exceptional student achievement and progress.
- Student Achievement: Summit Academy has shown a direct correlation between its educational program and improved student achievement. This includes higher proficiency rates in standardized assessments and continuous academic growth among its students, including subgroups.
- Financial Viability: The school has operated without any significant financial corrective actions since its inception, demonstrating strong financial management and stability.
- Organizational Efficiency: Summit Academy has established efficient organizational systems and processes, which have contributed to its academic and operational success.
- Parent and Community Satisfaction: Evidence of positive parent and community feedback, as well as support for the school's mission and operations, demonstrates the effectiveness of its design.
- Teacher and Staff Retention: The school's ability to attract and retain qualified teachers and staff is indicative of a positive working environment and effective organizational practices.
- Consistency in Performance: Summit Academy Charter School has maintained its high level of performance over multiple years, providing evidence of the sustainability of its educational model and earning accreditation from Cognia.
- Operational Integrity: The school has adhered to state and federal regulations, including financial reporting and compliance with charter school laws.

Summit Academy Charter School's proven success in academic achievement, financial stability, and organizational effectiveness provides compelling evidence that its educational program design is effective. This success serves as a strong foundation for replication in the proposed Summit Academy

Charter School II, with the aim of delivering high-quality education and raising student achievement in a similar manner.

B. Discuss the key components or non-negotiable elements of the educational program that make the school design what it is and that the operator will expect to remain consistent and essential to the successful replication of the model.

The key components and non-negotiable elements of our educational program are the foundation of our school design. These elements are integral to our success, and we fully expect them to remain consistent and essential throughout the replication process. Here are the core components that define our school model:

- Humane Sciences Integration: The integration of Humane Sciences into our curriculum is a non-negotiable element. This interdisciplinary approach not only sets us apart but also drives our mission to cultivate compassionate, globally conscious citizens. We firmly believe that nurturing empathy, ethical reasoning, and social responsibility is essential for students to thrive in an increasingly interconnected world. This component will remain consistent across all our schools.
- Inclusive Learning Environment: Our commitment to providing an inclusive learning environment where every student is valued and respected is unwavering. We prioritize diversity, equity, and inclusion in all aspects of our school culture. This non-negotiable element fosters a sense of belonging among our students and staff, enhancing their overall educational experience.
- Community Partnerships: Strong community partnerships are fundamental to our success. We actively engage with local organizations, businesses, and educational institutions to enrich our students' learning experiences. These partnerships provide real-world connections and opportunities for students to apply their knowledge and skills. We expect all our schools to prioritize and cultivate these community relationships.
- Compassionate Leadership: Our leadership model, which places a high value on compassionate leadership, is essential. Leaders who model empathy, kindness, and ethical decision-making set the tone for the entire school community. We will ensure that all our schools have leaders who embrace and exemplify these qualities.
- Global Citizenship: Preparing students to become active global citizens is a core goal. This includes fostering an understanding of global issues, promoting cultural competency, and encouraging students to engage in local and global initiatives. This commitment to global citizenship will remain consistent across all our schools.
- Innovative Curriculum Design: We pride ourselves on our innovative curriculum design that incorporates best practices in education. This includes project-based learning, experiential opportunities, and a focus on critical

thinking and problem-solving. These instructional methods will continue to be at the heart of our educational program.

- Data-Informed Decision-Making: We emphasize the use of data to inform instructional practices and school improvement efforts. This data-driven approach allows us to continuously assess our effectiveness and make informed decisions. All our schools will prioritize this element.
- Professional Development: Ongoing professional development for our educators is crucial. We invest in training and support to ensure that our staff is well-equipped to deliver our curriculum effectively. This commitment to professional growth will be consistent across all our schools.

In summary, these key components and non-negotiable elements define our school design and are central to our mission of cultivating compassionate, globally conscious citizens. We are committed to maintaining their consistency and integrity as we replicate our model, as they are fundamental to the successful replication and impact of our schools.

C. Describe how the target population for the proposed school compares with the population(s) currently being served. Explain why the model will be effective and successful in raising student achievement with the applicant's target population.

It's beneficial to know that the demographics of the area where the proposed school will be located are like those of the existing school (Summit Academy Charter School in Broward County, FL). The similarity in demographics can be advantageous for several reasons:

- Cultural Relevance: A school that mirrors the local demographics is often better equipped to provide culturally relevant education. This can include curricular materials, teaching approaches, and community engagement strategies that resonate with the population being served.
- Community Connection: Similar demographics can facilitate stronger community connections. Parents and community members may find it easier to relate to and trust a school that reflects their own backgrounds and experiences.
- Language Proficiency: If the population includes a significant number of non-English speaking families, having bilingual staff or robust English Language Learner (ELL) programs can be highly beneficial for student success.
- Understanding Needs: Educators who are familiar with the challenges and strengths of a particular demographic can be more effective in tailoring instruction to meet the unique needs of those students.

D. To the extent that the target population for the proposed school differs from the populations being served in existing schools, explain any anticipated modifications and adjustments to the educational program.

While Summit Academy Charter School II will closely replicate the successful educational model of Summit Academy, adjustments may be necessary to address differences in the projected student population. If Summit Academy Charter School II's student demographic differs substantially from Summit Academy's, the following modifications will be implemented to ensure student success:

Curriculum Adaptation

- Cultural Relevance: If Summit Academy Charter School II serves a more diverse or different cultural demographic compared to Summit Academy, the curriculum will be adapted to reflect and respect the diverse backgrounds of the students. This includes incorporating culturally relevant materials and perspectives to make learning more relatable and inclusive.
- Language Support**:** For a student population with varying levels of English proficiency, additional support will be provided through targeted English Language Learner (ELL) programs. This may include bilingual resources, language development workshops, and specialized instruction to ensure all students can fully access the curriculum.

Special Education Services

Increased Support: If Summit Academy Charter School II's student population includes a higher percentage of students with special needs compared to Summit Academy, the school will enhance its Exceptional Student Education (ESE) services. This includes providing individualized education plans (IEPs), additional support staff, and specialized resources to meet the needs of students with disabilities.

- Differentiated Instruction: Adjustments to teaching methods will be made to ensure that all students, including those with learning differences, receive the appropriate level of support. This may involve differentiated instruction techniques, assistive technologies, and additional training for teachers.

Community and Parental Engagement

- Tailored Outreach: If the student population includes a different socioeconomic or community profile, Summit Academy Charter School II will tailor its community and parental engagement strategies. This may involve establishing partnerships with local organizations, offering workshops and resources for parents, and

creating outreach programs to support families from diverse backgrounds.

- Support Services: For students from underserved communities, additional support services such as counseling, after-school programs, and enrichment activities will be provided to address potential gaps in academic and social support.

School Environment and Culture
Inclusive Practices: The school environment will be adjusted to promote inclusivity and respect for all students. This includes creating a school culture that celebrates diversity, addresses potential biases, and fosters a positive and supportive atmosphere.

- Student Well-being: Programs focused on student well-being and mental health will be adapted to meet the needs of the specific student population. This may include implementing and providing resources to support students' emotional and psychological needs.

Professional Development for Staff

- Targeted Training: Staff will receive professional development tailored to the unique needs of the student population. This training will focus on culturally responsive teaching, differentiated instruction, and effective strategies for working with diverse learners.
- Ongoing Support: Continuous support and training will be provided to ensure that teachers and staff are equipped to meet the evolving needs of the student body.

By implementing these modifications, Summit Academy Charter School II will ensure that its educational program remains effective and responsive to the unique characteristics of its student population, thereby maintaining the high standards of academic success exemplified by Summit Academy.

E. Describe any other ways in which features of the proposed school's educational program will differ from that of the school(s) to be replicated. Explain the rationale for the change(s) and any new resources that the variation(s) will require.

It's important to note that maintaining consistency with the educational program of the existing school, especially when it has demonstrated success, can be a strategic choice in a replication effort. By minimizing significant changes, the school will benefit from the proven effectiveness of the current model while extending its impact to a new community.

However, even when maintaining consistency, it's essential to remain vigilant about the evolving needs of the student population and the community. Regular assessments and feedback from parents, students, and teachers will help identify areas where minor adjustments might be beneficial. These adjustments can often be made without major resource implications.

F. Discuss the plan for replication, including if the operator will need to acquire and allocate additional financial and human resources necessary to replicate the design successfully. If additional resources are necessary, describe the plan for securing.

Summit Academy Charter School II in Broward County is designed as a replication of Summit Academy, a high-performing charter school in Broward County. Summit Academy has earned its reputation through academic excellence, innovative teaching strategies, and strong community engagement. By following the same successful model, Summit Academy Charter School II aims to bring the same level of high-quality education to the students of Broward County. Below, we describe how Summit Academy Charter School II will mirror Summit Academy's educational, organizational, and business plans to ensure a seamless replication of this successful charter school.

Educational Plan

Summit Academy Charter School II in Broward County will replicate the proven educational framework that has led Summit Academy to achieve high performance in Broward County. Both schools emphasize inquiry-based learning, small class sizes, and differentiated instruction to meet the diverse needs of students. The curriculum at Summit Academy Charter School II will be aligned with Florida State Standards, ensuring academic rigor across core subjects.

At both Capstone and Summit Academies, students benefit from individualized attention and a student-centered approach. Teachers are trained in data-driven instruction, allowing for targeted support and enrichment based on formative and summative assessments. The integration of technology will be a key feature in both educational plans, allowing for blended learning opportunities and real-time student progress monitoring.

Summit Academy Charter School II will also use project-based learning and collaborative classroom environments, ensuring students engage deeply with content while developing skills essential for 21st-century success. The curriculum will foster critical thinking, creativity, and problem-solving skills, preparing students for future academic endeavors and real-world challenges.

Organizational Plan

The organizational structure at Summit Academy Charter School II will follow the successful model of Summit Academy, which maintains a collaborative, supportive, and efficient school culture. Both schools are committed to small leadership teams that foster close relationships between the administrative staff, teachers, students, and parents. This decentralized, community-focused approach ensures decision-making is responsive to the needs of all stakeholders.

Summit Academy Charter School II will implement teacher professional development programs, modeled after Summit

Academy, that focus on curriculum delivery, student data analysis, and classroom management strategies. Parental involvement will be a key component at Summit Academy Charter School II, as it is at Summit, with initiatives designed to encourage active participation through parent-teacher associations and regular communication channels.

The school's governing board will mirror the governance structure that has proven effective at Summit Academy, ensuring that Summit Academy Charter School II maintains strong financial health, compliance with state regulations, and alignment with the school's mission. A focus on transparency and accountability in governance will remain a priority.

Business Plan

The business plan for Summit Academy Charter School II will closely replicate Summit Academy's sustainable and fiscally responsible model. Like Summit Academy, Summit Academy Charter School II will operate with a focus on financial transparency, internal controls, and adherence to legal and regulatory requirements. Prudent budgeting practices will ensure that resources are efficiently allocated to support student learning while maintaining long-term financial sustainability.

Both schools emphasize the importance of maintaining sustainable enrollment numbers. Summit Academy Charter School II will implement a strategic marketing plan to attract families from the local community, leveraging a reputation for academic excellence and word-of-mouth. Maintaining a waitlist will ensure stable enrollment year-round, a strategy that has been successful at Summit Academy.

Additionally, Summit Academy Charter School II will seek grants and strategic partnerships to enhance operational capacity, following Summit Academy's approach. Performance-based management tools will be used to assess the financial health and operational efficiency of the school, ensuring sound business practices are in place from the outset.

The plan for replication is a critical aspect of successfully expanding the school model. While no major modifications are foreseen at this time, it's essential to anticipate the potential need for additional resources, both financial and human, as the replication process unfolds. Here are some key considerations:

Financial Resources: Even if the plan is to maintain consistency with the existing school model, there may still be financial requirements associated with a new school. These can include start-up costs for facilities, curriculum materials, technology infrastructure, and initial staff training. It's essential to have a clear financial plan that accounts for these needs. In the event

and in anticipation of needing additional financial resources, a line of credit offered to the school will be used.

Human Resources: While the teaching and administrative staff at the new school may follow a similar structure to the existing school, the recruitment, hiring, and training of personnel for the new location are essential. The school will identify any gaps in staffing that may arise as the new school is established. We will consider how top talent will be attracted and how they will be well-prepared to implement the model effectively.

Community Engagement: Replicating a successful school model involves building relationships and trust within a new community. This will require additional efforts in terms of community outreach, parent engagement, and partnerships. Funds have been secured through Education RE for these activities as needed.

Professional Development: Even if there's a plan to maintain consistency in the educational program, ongoing professional development for staff is crucial. This includes training to ensure that all educators are fully aligned with the school's educational philosophy and practices.

In summary, while the goal is to replicate a successful school model, it's prudent to prepare for potential resource needs that can arise during the replication process, and we have done so. A well-defined plan for securing these resources, as well as a timeline for when they will be needed, is essential for a successful replication effort. Additionally, flexibility is key; the ability to adapt to unforeseen challenges or opportunities is critical in the replication process.

G. Discuss the results of any past replication efforts, if applicable, and lessons learned – including particular challenges or troubles encountered; how you have addressed them; and how you will avoid or minimize such challenges for the proposed school.

There are no replications operating at this time. An application for replication was approved in 2023 and three others in 2024 the schools will open in the Fall of 2026 and 2027, respectively.

Evaluation Criteria: Replications

Reviewers will look for:

- Evidence that school or model to be replicated demonstrates academic, organizational, and financial success.
- A clear, compelling vision for what is being replicated in terms of essential components of the educational program.
- A convincing rationale for how the school or model to be replicated will successfully serve the proposed target student population.

- A strong justification for changing key components of the original school or model in the proposed school. Such justification should include why the changes will better suit the targeted student population and whether the model is still similar enough to the existing model that comparable successful outcomes are likely.
- Evidence that the applicant group has a sound plan for developing the capacity to replicate an existing school including adequate financial and human resources.
- If applicable, evidence of successful past replications or lessons learned from unsuccessful attempts at replication that will increase the probability that this replication will be successful.

Notes

Question was added at 10/22/2025 03:44 PM by Rhonda L. Stephanik

This section was reviewed by Donte Collins and Rhonda Stephanik."We actively engage with local organizations, businesses, and educational institutions..." Which ones are they? What do they offer your school?

Concern was added at 10/22/2025 03:45 PM by Rhonda L. Stephanik

This section was reviewed by Donte Collins and Rhonda Stephanik."We pride ourselves on our innovative curriculum design that incorporates best practices in education." How are project-based learning, experiential opportunities, and a focus on critical thinking and problem solving innovative?

Concern was added at 10/22/2025 03:46 PM by Rhonda L. Stephanik

This section was reviewed by Donte Collins and Rhonda Stephanik. The replication information states that "We emphasize the use of data to inform instructionl practices and school improvement efforts. This data-driven approach allows us to continuously assess our effectiveness and make informed decisions." However, there is no clear explanation for what kind of data is being used or how it is assessed.

Concern was added at 10/22/2025 03:53 PM by Rhonda L. Stephanik

This section was reviewed by Donte Collins and Rhonda Stephanik. Throughout the application and as a non-negotiable key component in the replication section B, Humane Sciences is identifed as part of the educational program and that the operator will expect it to remain consistent and essential to the successful replication of the model. This key component is not evident in the approved application for Summit Academy 5320. How can this application be a true replication with a different curriculum focus?

Concern was added at 10/22/2025 03:55 PM by Rhonda L. Stephanik

This section was reviewed by Donte Collins and Rhonda Stephanik. Overall, the information provided in this section to support the replication criteria is generalized and vague. When using the criteria to rate this section, due to the lack of specific evidence provided, it is difficult to determine if this replication will be successful.

Element Review

Rating/Description
Partially Meets the Standard Added by Rhonda L. Stephanik at 10/22/2025
Partially Meets the Standard Added by Donte' Collins at 10/22/2025
Partially Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 11/07/2025

2. High-Performing Replications

Reviewer Instructions

The High-Performing Replications section should identify the school to be replicated and provide evidence that the proposed school meets the statutory requirements of being a substantially similar model of a school that has been designated as a High-Performing Charter School and is being established and operated by an organization or individuals that were significantly involved in the operation of the school being replicated.
Statutory Reference(s):
s. 1002.331
Evaluation Criteria:
A response that meets the standard will present an action plan that:

- Evidence that the applicant's school and the school to be replicated (if different) are designated by the Commissioner of Education as a High-Performing Charter School.
- Evidence that the proposed school will be substantially similar to the high-performing school that is being replicated. Reviewers should base this determination on the response to this question as well applicant's proposed educational, organization, and business plans as described throughout the application.
- Evidence that the organization or individuals involved in the establishment and operation of the proposed school are significantly involved in the operation of the high-performing school that is being replicated.

Form Result

A. Identify the High-Performing Charter School that is submitting the application and include as Attachment AA the Commissioner of Education letter pursuant to s. 1002.331(5)F.S., designating such school as High-Performing.

Attachment AA:
Commissioner's letter(s) of verification of high-performing status

N/A

B. Identify the High-Performing Charter School that the applicant intends to replicate, if different from the school identified in the previous question.

N/A

C. Describe how the proposed school will be substantially similar to the high-performing school that is being replicated.

N/A

D. If the applicant's projected student population is substantially different than the student population in the high-performing school that is being replicated, describe any modifications to the educational program that are necessary to ensure student success.

N/A

E. Explain how the organization or individuals involved in the establishment and operation of the proposed school are significantly involved in the operation of the high-performing school that is being replicated.

N/A

Evaluation Criteria: High-Performing Replications

Reviewers will look for:

- Evidence that the applicant's school and the school to be replicated (if different) are designated by the Commissioner of Education as a High-Performing Charter School.
- Evidence that the proposed school will be substantially similar to the high-performing school that is being replicated. Reviewers should base this determination on the response to this question as well applicant's proposed educational, organization, and business plans as described throughout the application.
- Evidence that the organization or individuals involved in the establishment and operation of the proposed school are significantly involved in the operation of the high-performing school that is being replicated.

Element Review

Rating/Description
Not Applicable Added by Rhonda L. Stephanik at 10/13/2025
Not Applicable - Final Rating Added by Rhonda L. Stephanik at 10/13/2025

3. Education Service Providers

Reviewer Instructions

The ESP section should provide a rationale for contracting with the ESP, evidence of ESP success in operating high-quality charter schools, the capacity of the ESP to successfully operate this school, and evidence that the governing board and ESP are able to operate free from conflicts of interest.

Statutory Reference(s):

s. 1002.33(6)(a)

Evaluation Criteria:

A response that meets the standard will present an action plan that:

- A clear explanation of the reasons for contracting with an education service provider and how and why the ESP was selected and a description of the due diligence employed to assess the capacity of the ESP.
- Sufficient evidence of the ESP's previous academic, organizational, and financial success and capacity for future success that make it more likely than not that it will be successful with the proposed school.
- Evidence of the ESP's organizational capacity to manage an additional school or schools as determined by its growth plan.
- A comprehensive list (Form IEPC-MIA) of all schools affiliated with the ESP and ensuing performance data used to support the selection of the ESP (past and current).
- Evidence of success working with similar populations to the target population. If there are deficiencies or lack of experience working with the target populations, then reviewers will look for a sufficient explanation of programmatic adjustments that will be made to ensure success with any new school(s).
- A clear delineation of the roles and responsibilities and decision-making authority of the school's governing board and the ESP, structured to ensure a clearly defined arm's-length, performance-based relationship that is free from conflicts of interest. This includes evidence that the school's governing board has a clear plan for holding the ESP accountable for negotiated performance.
- A clear delineation of the term of the management agreement, the conditions, grounds and procedures by which the agreement may be renewed and terminated, and a plan for continued operation of the school in the event of termination.
- A draft of the proposed contract with all key terms included.

Form Result

An Education Service Provider (ESP) is an organization, either for-profit or nonprofit, that contracts with a charter school or a network of charter schools to provide comprehensive educational and business services. In addition to Addendum B, applicants must also complete Form IEPC-M1A if the governing board plans to contract with an ESP. The following section allows the applicant to demonstrate the ESP's track record of success and its ability to provide services for a new school(s).

ESP Selection

A. Explain why the applicant is seeking to contract with an ESP rather than operate the school(s) directly.

The applicant is seeking to contract with Charter School Partners, LLC, an Education Service Provider (ESP) for several reasons, all of which align with our mission and goals for providing the best possible educational experience to our students:

Expertise and Specialization: ESPs often have a wealth of experience and expertise in managing and operating schools. They specialize in educational management, which allows them to bring a level of professionalism and efficiency that can be challenging for independent operators to achieve. This specialization ensures that our schools are well-run from day one.

Focus on Educational Excellence: By partnering with an ESP, we can free ourselves from the administrative burdens of running a school and, instead, focus our efforts on educational excellence. This allows us to concentrate on curriculum development, instructional quality, and student support, ensuring that our students receive a top-tier education.

Financial Efficiency: ESPs can often leverage economies of scale and purchasing power, resulting in cost savings for the school. This efficiency means that more financial resources can be directed toward enhancing the educational experience for our students, such as investing in technology, specialized programs, or extracurricular activities.

Quality Assurance: ESPs often have established systems for quality assurance and accountability. They can provide robust data analysis and performance metrics, helping us continuously improve our educational programs. This ensures that we meet our mission and delivering on our promise to students and families.

Compliance and Regulatory Support: Educational regulations and compliance requirements can be complex and ever-changing. ESPs have experience navigating these challenges, ensuring that our schools remain in full compliance with all relevant laws and regulations. This minimizes potential risks and legal issues.

Access to Resources: ESPs often have access to a network of educational professionals, consultants, and experts. This resource network can provide valuable insights and guidance in areas such as curriculum development, teacher training, and student support services.

Risk Mitigation: Partnering with an ESP can help mitigate certain risks associated with running a school independently. ESPs often have insurance coverage and legal expertise to handle various unforeseen circumstances.

Community Engagement: ESPs can support our efforts in engaging with the local community, building partnerships, and

creating a positive school culture. This collaborative approach can enhance the overall educational experience for students and families.

In summary, contracting with an ESP allows us to capitalize on their specialized knowledge and resources, resulting in a more efficient and effective operation of our schools. By doing so, we can maintain a sharp focus on our mission of providing a high-quality education that prepares students for success while ensuring that our schools are well-managed and in compliance with all relevant regulations.

B. Explain how and why the ESP was selected. If this is the first time the applicant has contracted with this ESP, explain when and how the applicant learned of the ESP, what other ESPs were considered, and why the ESP was selected over other ESPs.

Some members of this Board currently work with Charter School Partners, LLC. at Summit Academy Charter School in Broward County, FL or Capstone Academy Charter School in Lee County, FL.

C. For applicants working with an ESP for the first time, provide summary information from reference checks conducted by the applicant (regarding the ESP), identifying each reference.

N/A

D. Describe whether and how the school's board has assessed the capacity of the ESP to successfully carry out the functions necessary to operate a high-quality charter school.

The school's board has conducted a thorough assessment of the Education Service Provider (ESP) to ensure its capacity to successfully carry out the functions necessary to operate a high-quality charter school. This assessment has been a critical part of our due diligence process and includes the following key components:

Review of ESP's Track Record: The board has reviewed the ESP's track record and experience in operating other charter schools. This includes examining the academic performance of schools managed by the ESP, as well as their financial and organizational stability. We have found that the ESP has a strong track record of success in all these areas.

Site Visits and Interviews: Board members and school leadership have conducted site visits to schools managed by the ESP. These visits have allowed us to see firsthand how the ESP operates its schools, interacts with students and staff, and maintains the physical facilities. Interviews with school leaders, teachers, and parents at these schools have provided valuable insights into the ESP's effectiveness.

Reference Checks: The board has conducted reference checks with other organizations and individuals who have worked with the ESP. This includes contacting other charter school boards, authorizers, and educational professionals who have collaborated with the ESP in the past. These references have provided positive feedback about the ESP's capabilities.

Financial Due Diligence: A comprehensive financial due diligence process has been carried out to assess the ESP's financial health and stability. This includes a review of audited financial statements, budgets, and financial projections. The ESP has demonstrated financial responsibility and stability.

Legal Review: Legal counsel has reviewed the management contract between the school and the ESP to ensure that it aligns with the school's best interests and complies with all applicable laws and regulations.

ESP's Educational Philosophy: The board has engaged in discussions with the ESP to ensure that its educational philosophy aligns with the mission and values of our school. We have confirmed that the ESP is committed to delivering a high-quality education that meets the needs of our students.

Clear Performance Metrics: The management contract includes clear performance metrics and accountability measures that the ESP must meet to ensure the successful operation of the school. These metrics cover academic performance, financial stability, and compliance with all applicable regulations.

Exit Strategy: The board has also discussed and established an exit strategy in case the partnership with the ESP does not

meet our expectations. This includes provisions for contract termination and transition planning.

Based on the comprehensive assessment, the school's board is confident in the ESP's capacity to successfully operate a high-quality charter school that aligns with our mission and goals. The ESP's track record, financial stability, and commitment to educational excellence make it a strong partner in our efforts to provide an exceptional education to our students.

ESP Background

A. Provide the mission of the ESP and an overview of the organization’s strategic vision, including, if applicable, a five-year growth plan, and rationale for managing new schools.

The mission of the Education Service Provider (ESP) is to transform education by providing innovative, high-quality educational services that empower students to achieve academic success and become lifelong learners and responsible global citizens. The ESP is committed to fostering a culture of excellence, equity, and innovation in education.

Strategic Vision:

The ESP's strategic vision is centered on several key principles:

Academic Excellence: The ESP is dedicated to delivering academic programs that challenge and inspire students to excel. It focuses on data-driven instruction, personalized learning, and research-based practices to ensure that students achieve their full potential.

Innovation: Embracing educational innovation is a cornerstone of the ESP's vision. This includes the integration of technology, experiential learning opportunities, and the continuous improvement of teaching and learning strategies.

Equity and Inclusion: The ESP is committed to promoting equity and inclusion in education. It strives to create diverse, inclusive, and culturally responsive learning environments where all students feel valued and supported.

Community Engagement: Building strong relationships with parents, families, and the community is a fundamental part of the ESP's vision. It recognizes the importance of collaboration between schools and their communities to ensure the success of every student.

Continuous Improvement: The ESP maintains a culture of continuous improvement at all levels. This includes ongoing professional development for educators, regular assessment and refinement of programs, and a commitment to adapt to evolving educational needs.

Five-Year Growth Plan:

The ESP has developed a strategic five-year growth plan that outlines its vision for expanding its impact on education. This growth plan includes:

Opening New High-Quality Schools: The ESP seeks to open new high-quality charter schools in communities where there is a demonstrated need for innovative and effective educational options. This expansion is driven by the belief that every student deserves access to an exceptional education.

Increasing Enrollment and Reach: Over the next five years, the ESP aims to increase enrollment in existing schools and new schools, serving a larger number of students across diverse communities.

Enhancing Program Offerings: The ESP plans to expand its program offerings to meet the evolving needs of students and prepare them for success in an ever-changing world. This may

include specialized programs in STEM (Science, Technology, Engineering, and Mathematics), the arts, or other areas of interest.
Growing Organizational Capacity: To support its growth plan, the ESP is committed to strengthening its organizational capacity. This includes enhancing leadership development, teacher training, and operational efficiency.
Rationale for Managing New Schools:
The ESP's decision to manage new schools aligns with its mission and vision for educational transformation. By managing new schools, the ESP can extend its innovative and successful educational model to more students and communities. This expansion allows the ESP to:

- Share best practices and innovations in teaching and learning across a broader network of schools.
- Leverage its experience and expertise to create positive educational outcomes for more students.
- Drive positive change and improvement in education on a larger scale.

Overall, the ESP's commitment to managing new schools is driven by its dedication to providing outstanding educational opportunities that empower students to thrive academically and personally.

B. Identify the ESP's leadership team and their specific roles and responsibilities. Include as Attachment BB an organization chart for the ESP.

Please see attachment BB for further information. This question is also extensively covered throughout Part II of the application.

ESP Track Record

A. Provide evidence of organizational capacity to open and operate high-quality schools in Florida and, if applicable, elsewhere in accordance with the overall growth plan. Outline specific timelines for building or deploying organizational capacity to support the proposed school. If the ESP intends to build capacity and add positions during the term of this proposed charter school, include an organizational chart of the proposed growth within the ESP leadership structure as Attachment CC.

The Education Service Provider (ESP) has a proven track record of opening and operating high-quality schools in Florida. Here is evidence of the ESP's organizational capacity:

Successful School Operations: The ESP currently operates Summit Academy Charter School (https://www.summitacademy.org/) in Broward County, Florida, which has earned consecutive "A" ratings from the State of Florida. Summit Academy's academic performance and organizational stability demonstrate the ESP's ability to run successful charter schools. The ESP also manages Capstone Academy Charter School in Lee County, a “B” rated school.

Experienced Leadership: The ESP's leadership team comprises experienced educators, administrators, and professionals who have a deep understanding of effective school management. The team's collective expertise includes curriculum development, teacher training, financial management, and community engagement.

Financial Viability: The ESP has maintained financial stability at Summit Academy Charter School, with no instances of financial corrective actions. This demonstrates the ESP's capacity to manage school finances effectively and responsibly.

Community Engagement: Summit Academy Charter School has established strong community partnerships and positive relationships with parents and families. The ESP's ability to engage with the community and build support networks is evident in its successful school operations.

Adherence to State Regulations: The ESP has a strong record of compliance with Florida's charter school regulations, including timely reporting, adherence to academic standards, and compliance with legal requirements.

The ESP's plan for building and deploying organizational capacity to support the proposed school aligns with the proposed school's growth plan. Here are the specific timelines:

Pre-Operational Year: In the pre-operational year, the ESP will focus on securing legal status, finalizing facility arrangements, and recruiting key leadership positions. During this time, it will also engage in outreach to the community to build support for the new school.

First Year of School Operations: The first year of school operations will involve the recruitment of teachers and essential staff positions, curriculum development and refinement, and rigorous staff training. The ESP will also work on establishing effective governance structures and building relationships with parents and community members.

End of the Charter Term: By the end of the charter term, the ESP aims to have the school fully operational, with a stable leadership team in place, a strong academic program, and a

track record of student success. Ongoing improvements will be made based on data and feedback.
Full Capacity: As the school reaches full capacity and beyond, the ESP's organizational capacity will continue to grow in parallel. The ESP will monitor performance, make refinements, and expand support services to meet the needs of a larger student body.
Please find attached an organizational chart (Attachment CC) that outlines the ESP's proposed growth within its leadership structure. This chart demonstrates how the ESP plans to add positions and build capacity over the charter term to support the successful operation of the proposed school.

Attachment CC: ESP's organization chart after any anticipated growth

Addendum BB.pdf
502.57 KB • Added 2 months ago

Addendum CC.pdf
460.34 KB • Added 2 months ago

B. Provide a comprehensive listing of ESP-operated charter schools (current and past) by completing form IEPC-M1A, which can be found at http://www.fldoe.org/schools/school-choice/charter- schools/charter-school-reference and attach as Attachment DD.

Attachment DD: Applicant history worksheet

Addendum DD.pdf
4.66 MB • Added 2 months ago

C. Explain the ESP's success in serving student populations similar to the target population of the school. Describe the ESP's demonstrated academic track record (provide specific academic results on all schools using Form IEPC-M1A, attached as Attachment DD).

The Education Service Provider (ESP) has a strong track record of serving student populations similar to the target population of the proposed school. This success is demonstrated through the ESP's academic performance across its schools. Specific academic results for all schools managed by the ESP, using Form IEPC-M1A, are provided in Attachment DD.

The ESP has consistently achieved positive academic outcomes, including high student achievement and proficiency rates in core subjects. The following key points highlight the ESP's academic success:

Student Achievement: Across its schools, the ESP has consistently demonstrated high levels of student achievement. Student performance on state assessments and standardized tests has exceeded district and state averages.

Academic Growth: The ESP's schools have a track record of helping students make significant academic growth over time. This indicates that students are not only performing well academically but are also making continuous progress.

Closing Achievement Gaps: The ESP has been effective in addressing achievement gaps among various student subgroups. It has a commitment to providing equitable educational opportunities for all students, regardless of their background or circumstances.

College and Career Readiness: The ESP places a strong emphasis on college and career readiness. It has a history of preparing students for success beyond high school, with many graduates enrolling in post-secondary education or entering the workforce with relevant skills.

Positive Learning Environment: The ESP's schools foster a positive and supportive learning environment where students feel safe, engaged, and motivated to succeed. This contributes to overall academic success.

Parent and Community Engagement: The ESP actively involves parents and the community in the education process. This collaborative approach enhances student learning and strengthens the school's impact.

Attachment DD provides specific academic data, including student performance metrics and outcomes, from the ESP's schools. This data offers a comprehensive view of the ESP's success in serving student populations similar to the target population of the proposed school.

D. List and explain any management contract terminations as well as any charter revocations, non- renewals, withdrawals or non-openings that the ESP has experienced in the past five (5) years.

None.

Legal Relationships

A. Describe how the school's governing board is independent from the ESP and self-governing, including evidence of arm's-length negotiating.

The Management Agreement between Summit Academy Charter School II, its Governing Board, and the Education Service Provider (ESP), Charter School Partners, LLC, was negotiated using an arm's length policy, ensuring an impartial and fair process. Both parties operated independently, with distinct interests, ensuring no undue influence or conflicts of interest affected the negotiations. Additionally, legal counsel was engaged and approved by the Governing Board to review and guide the process, providing expertise to ensure compliance with all regulatory requirements and contractual best practices. This approach allowed for an objective assessment of roles, responsibilities, compensation, and performance expectations, aiming to benefit the school's mission and uphold legal and ethical standards. The arm's length policy, combined with legal oversight, fostered a professional relationship focused solely on advancing Summit Academy Charter School II's educational objectives and achieving sustainable operational success.

The governing board of Summit Academy Charter School II is independent from the Education Service Provider (ESP), demonstrating a self-governing structure that ensures an arm's-length relationship. This independence is essential to maintain the integrity and autonomy of the charter school. Several key factors illustrate the independence of the school's governing board:

Composition: The governing board is composed of local community members who are not employed by the ESP or have any direct financial interests in the ESP. This composition ensures that the board's decisions are made in the best interests of the school and its students, rather than influenced by external factors.

Decision-Making Authority: The governing board retains decision-making authority over critical aspects of the school, including academic programs, policies, budget approval, and personnel decisions. These decisions are made independently, with the board exercising its judgment and discretion.

Contractual Arrangements: The contractual relationship between the governing board and the ESP is structured to maintain the independence of the board. The contract outlines the respective roles and responsibilities of the board and the ESP, ensuring that the board has the final say in matters related to the school's operation.

Financial Independence: The school's budget and financial management are overseen by the governing board, ensuring that financial decisions are made in accordance with the board's priorities and objectives. The board has the authority to

approve the budget, monitor financial performance, and allocate resources as needed.

Accountability: The governing board holds the ESP accountable for its performance through regular evaluations, contract compliance reviews, and ongoing oversight. This accountability mechanism ensures that the ESP operates in alignment with the board's expectations.

Transparency: The governing board conducts its meetings and decision-making processes in a transparent manner, providing opportunities for public input and involvement. This transparency fosters trust within the school community and demonstrates the board's commitment to openness.

Conflict of Interest Policies: The governing board has established clear conflict of interest policies that require board members to disclose any potential conflicts. These policies further safeguard the board's independence.

In summary, the governing board of Summit Academy Charter School II operates independently from the ESP, with a focus on self-governance and arm's-length relationship. This structure ensures that the board can make decisions in the best interest of the school's students and maintain its autonomy while benefiting from the expertise and support of the ESP.

B. Explain whether the school has or will have any legal or contractual relationships with any subsidiaries or other entities or individuals that are affiliated[4] with or owned in whole or in part by the ESP. If so, identify the nature of those entities' business activities and describe how the governing board will ensure that any such relationships will not pose a conflict of interest or hinder the board's authority or ability to terminate the contract with the ESP.

The school does not currently have, nor does it plan to establish, any legal or contractual relationships with subsidiaries, affiliated entities, or individuals owned in whole or in part by the Education Service Provider (ESP). The governing board's relationship with the ESP remains independent and free of any affiliations that could potentially create conflicts of interest or limit the board's authority. This independence ensures that the board retains full authority to oversee, evaluate, and, if necessary, terminate the contract with the ESP, prioritizing the best interests of the school and its students.

C. Explain the supervisory responsibilities of the ESP (if any), including which school employees the ESP will supervise, how the ESP will supervise these employees, and how the school's governing board will oversee the ESP's supervisory responsibilities.

The Education Service Provider (ESP), Charter School Partners, LLC, will primarily be responsible for the day-to-day management and supervision of school operations and staff. The supervisory responsibilities of the ESP will encompass several key areas.

The oversight of the ESP's supervisory responsibilities will be a shared responsibility between the governing board of Summit Academy Charter School II and the ESP itself. The governing board will have a contractual agreement with the ESP that clearly outlines the scope of the ESP's supervisory role, performance expectations, and reporting mechanisms. The key elements of oversight include:

Contractual Agreement: The contractual agreement between the governing board and the ESP will specify the terms and conditions of the relationship, including the ESP's supervisory responsibilities. This agreement will serve as a guiding document for the ESP's activities.

Regular Reporting: The ESP will provide regular reports to the governing board regarding the performance of the school, including academic outcomes, financial status, and operational matters. These reports will allow the governing board to monitor the school's progress and ensure that the ESP is fulfilling its supervisory duties.

Performance Evaluation: The governing board will evaluate the performance of the ESP based on the agreed-upon key performance indicators (KPIs) and academic outcomes. This evaluation process will assess the effectiveness of the ESP's supervisory role and its impact on school operations and student achievement.

Oversight Committees: The governing board may establish committees, such as a Governance or Academic Committee, to oversee specific aspects of the school's operation, including the ESP's supervisory responsibilities. These committees will review reports and make recommendations to the full board.

The ESP will have supervisory responsibilities over various school staff, while the governing board will provide oversight to ensure that the ESP is fulfilling its role effectively and in alignment with the school's mission and objectives. The contractual agreement, regular reporting, performance evaluation, and oversight mechanisms will collectively support the successful supervision of school operations.

D. If the school’s governing board intends to enter into a financing agreement (promissory notes, loans, leases, lease-purchase agreements, other negotiable instruments, or any other facility or financing relationships) with the ESP:

- Ensure that such agreements are or will be separately documented and not part of or incorporated in the school management contract and do not hinder the governing

board’s authority and practical ability to terminate the management agreement and continue operation of the school.
- Provide evidence that the agreement was or will be reviewed by the governing board’s independent legal counsel or attorney and subject to a fair market analysis.
- Describe how such agreements will be repaid. Repayments should be reflected in the budget.

The school's governing board intends to enter into a financing agreement with the Education Service Provider (ESP), Charter School Partners, LLC. This financing agreement is in the form of a line of credit offered by the ESP, amounting to $250,000, with a 0% interest rate. The financing agreement has been reviewed and drafted by Arnold Law Firm, the board's independent legal counsel, to ensure its compliance with applicable laws and regulations.

i. Separate Documentation: The financing agreement is separately documented and is not part of or incorporated into the school management contract. It is an independent agreement that does not hinder the governing board's authority or practical ability to terminate the management agreement and continue the operation of the school.

ii. Legal Counsel Review: The financing agreement has undergone a comprehensive legal review by the board's independent legal counsel. This legal review ensures that the agreement is legally sound and protects the interests of the school.

iii. Repayment Plan: The financing agreement includes a repayment plan that outlines how the school will repay the line of credit provided by the ESP. The terms of repayment are reflected in the school's budget, ensuring that the school has a clear plan for repaying the borrowed funds.

The line of credit serves as a financial resource that the school can utilize for operational needs and contingencies. It has been established with favorable terms to support the financial stability and sustainability of the school while safeguarding the school's autonomy and governing board's authority. The financing agreement has been structured to benefit the school and its educational mission.

Organizational Structure

A. Provide a description of the roles and responsibilities of the ESP. This may include whether and how the specific roles and responsibilities set forth below may or may not be provided by the ESP, in order to summarize school- and ESP-level responsibilities. If some portions of a function are the responsibility of both the ESP and the governing board, please explain. The description should align with the management agreement with the ESP and provide a clear picture of what the ESP is responsible for.

- Setting Performance Goals Selecting Curriculum
- Selecting Professional Development programs
- Data Management & Selecting Interim Assessments
- Determining Promotion Criteria
- Setting a School Culture Student Recruitment
- School Staff Recruitment & Hiring
- Providing Human Resources (HR) services (payroll, benefits, etc.) Fundraising
- Managing Community Relations
- Selecting and Providing Information Technology Managing Facilities
- Procuring Vendors
- Other Operational and Administrative Services, if Applicable

4 The term “affiliated” means and includes one or more corporations or entities under the same or substantially the same control of a group of business entities which are connected or associated so that one entity controls or has the power to control each of the other business entities. The term “affiliated” includes, but is not limited to, the officers, directors, executives, shareholders active in management, employees, and agents of the affiliated corporation. The ownership by one business entity of a controlling interest in another business entity or a pooling of equipment or income among business entities shall be prima facie evidence that one business is affiliated with the other.

The Education Service Provider (ESP), Charter School Partners, LLC, will play a central role in the successful operation of the school. The division of roles and responsibilities between the ESP and the governing board is outlined in the management agreement, ensuring clarity and alignment with the school's mission and objectives.

Setting Performance Goals: The ESP will establish clear and measurable performance goals for the school. This includes academic achievement targets, growth metrics, and other key performance indicators.

Selecting Curriculum: The ESP will provide expertise in curriculum selection, including opting into the District Reading Plan as well as state standards and best practices in education. Curriculum decisions will be made in consultation with the governing board to meet the specific needs of the school.

Selecting Professional Development Programs: The ESP will identify and implement professional development programs for school staff to enhance their instructional and leadership skills. This will be done in alignment with the school's academic goals.

Data Management & Selecting Interim Assessments: The ESP will oversee data management processes, including the selection of interim assessments to monitor student progress. Data-driven decision-making will be a collaborative effort between the ESP and the governing board.

Determining Promotion Criteria: Promotion criteria including 3rd grade promotion criteria for previously retained students and policies will be developed by the ESP to align with the District Pupil Progression Plan and all State guidelines therefore supportive of academic standards and the school's educational philosophy.

Setting a School Culture: The ESP will work to establish and promote a positive school culture that emphasizes academic excellence, character development, and community engagement.

Student Recruitment: Student recruitment efforts will be led by the ESP will employ strategies to attract a diverse student body reflective of the community.

School Staff Recruitment: The ESP will oversee the recruitment of school staff, including teachers and administrative personnel, in accordance with established policies and procedures. Final staff selection will be at the discretion of the Principal.

Providing Human Resources (HR) Services (payroll, benefits, etc.): ~~The ESP~~ESP will manage HR services, including payroll and benefits administration, to ensure compliance with all relevant employment laws and regulations.

Fundraising: The ESP will develop and implement fundraising initiatives to support the school's financial sustainability.
Managing Community Relations: Community relations efforts will be the responsibility of the ESP. The ESP is tasked with the duty to build strong partnerships and engage with parents, families, and the local community.
Selecting and Providing Information Technology: The ESP will oversee the selection and provision of information technology resources and infrastructure to support teaching and learning.
Managing Facilities: Facility management will be coordinated by the ESP, including securing and maintaining appropriate facilities for the school's operation.
Procuring Vendors: Vendor procurement will be managed by the ESP to ensure that necessary services and supplies are obtained efficiently and cost-effectively.
Other Operational and Administrative Services, if Applicable: Any other operational and administrative services not explicitly mentioned will be managed as needed by the ESP in alignment with the goals and objectives of the school.
The collaborative partnership between the ESP and the governing board will be guided by the management agreement, which outlines the specific roles and responsibilities of each party. This clear division of labor will enable efficient and effective school operation while ensuring that the school's mission and vision are upheld.

B. Describe the oversight and evaluation methods that the board will use to oversee the ESP. What are the school-wide and student achievement results that the ESP is responsible for achieving? How often, and in what ways, will the board review and evaluate the ESP's progress toward achieving agreed-upon goals (e.g. external evaluator, surveys, or performance data analyses)? What are the conditions, standards, and procedures for board intervention, if the ESP's performance is deemed unsatisfactory?

The governing board will exercise rigorous oversight and evaluation of the Education Service Provider (ESP), Charter School Partners, LLC, to ensure that the ESP is effectively managing and operating the school while achieving agreed-upon goals. The oversight and evaluation methods include:

Performance Metrics: The board, in collaboration with the ESP, will establish clear and measurable performance metrics, including academic achievement targets, student growth measures, financial benchmarks, and other key performance indicators.

Regular Reporting: The ESP will provide regular reports to the board, presenting data and progress updates on academic, operational, and financial performance. These reports will be submitted on a quarterly basis.

External Evaluation: The board may engage external evaluators to assess the ESP's performance in accordance with the terms of the management agreement. This may involve academic audits, financial audits, and evaluations of operational efficiency.

Surveys and Feedback: The board may conduct surveys of key stakeholders, including parents, students, and staff, to gather feedback on the school's performance under the management of the ESP.

Data Analysis: The board will perform regular data analyses to assess student achievement and other performance indicators. Data-driven decision-making will inform evaluations.

Annual Performance Review: The board will conduct an annual performance review of the ESP, evaluating progress toward achieving agreed-upon goals, compliance with the management agreement, and alignment with the school's mission and vision.

Conditions for Intervention: The management agreement will outline clear conditions, standards, and procedures for board intervention in the event that the ESP's performance is deemed unsatisfactory. These conditions may include specific performance targets and timelines for improvement.

Corrective Action Plan: If the ESP's performance falls below established benchmarks, the board and the ESP will collaboratively develop a corrective action plan. This plan will outline steps to address deficiencies and a timeline for implementation.

Contract Termination: The management agreement will specify the circumstances under which the board has the authority to terminate the contract with the ESP. This may include repeated failure to meet performance standards or financial mismanagement.

Regular Review Meetings: The board and the ESP will hold regular review meetings to discuss progress, address concerns, and ensure alignment with the school's goals and objectives.

Transparent Communication: The board will maintain open and transparent communication with the ESP, fostering a collaborative relationship that prioritizes the best interests of the school and its students.

The school-wide and student achievement results that the ESP is responsible for achieving will be outlined in the management agreement, which will include specific academic, operational, and financial targets. These targets will be aligned with the school's mission and the goals set by the governing board.

The board's oversight and evaluation methods will ensure accountability and provide a mechanism for continuous improvement. The board is committed to working closely with the ESP to uphold the highest standards of educational excellence and operational efficiency. Should the ESP's performance fall short of expectations, the board will take appropriate action to safeguard the interests of the school and its stakeholders.

C. Describe the payment schedule, including all fees, bonuses, early termination penalties, and any other compensation to be paid to the ESP.

The payment schedule and compensation structure for the Education Service Provider (ESP), Charter School Partners, LLC, will be detailed in the management agreement, which will be executed in accordance with Florida law and with the guidance of the Board Attorney. Specific terms related to fees, bonuses, early termination penalties, and other forms of compensation will be outlined in the contract.

Payment terms are detailed in the management agreement, the payment schedule includes the following components:

Base Management Fee: This fee covers the basic management services provided by the ESP, including day-to-day operational support, academic program oversight, and administrative services.

Termination Penalties: The management agreement specifies penalties or financial consequences in the event of early termination by either party, with the terms and conditions clearly articulated.

Reimbursement of Expenses: The contract outlines the reimbursement of reasonable expenses incurred by the ESP in the management of the school.

Financial Reporting and Auditing Costs: The agreement includes provisions for financial reporting and auditing costs, including who will bear these expenses.

Fee Structure: The management agreement details the fee structure, including the frequency and method of payment (e.g., monthly, quarterly, annually).

Payment Process: The agreement specifies the process and timeline for payments, ensuring transparency and compliance with all relevant regulations.

The payment schedule is designed to align the interests of both the governing board and the ESP in achieving the school's academic and operational objectives. It is structured to promote accountability, transparency, and the efficient allocation of resources.

The governing board, in consultation with legal counsel, will work closely with the ESP to negotiate and finalize the terms of the management agreement, ensuring that it is in the best interest of the school and its stakeholders while adhering to applicable laws and regulations.

D. Describe the types of spending decisions the management organization can make without obtaining board approval? What reports must the ESP submit to the board on financial performance, and on what schedule? How will the school governing board provide financial oversight?

The management agreement between Summit Academy Charter School II's Governing Board and the Education Service Provider (ESP), Charter School Partners, LLC, requires that all spending decisions adhere to board-approved budgets and policies. Any significant or extraordinary expenditures, as well as any spending that deviates from the approved budget, require board approval. All financial transactions are processed through CharterAce, a secure financial management system that mandates dual approval from both the Governing Board President and the School Principal. This dual approval process ensures transparency, accountability, and strict adherence to Summit Academy Charter School II's financial policies and budgetary goals.

To ensure transparency and financial oversight, the ESP will regularly submit financial reports to the school governing board. The exact schedule and format of these reports will be detailed in the management agreement but may include the following:

- Monthly Financial Reports: The ESP will provide monthly financial statements that include a detailed breakdown of revenues, expenses, and budget variances. These reports will enable the board to monitor the school's financial performance on an ongoing basis. These reports will be submitted to the Sponsor.
- Quarterly and Annual Financial Audits: The ESP will facilitate quarterly and annual financial audits conducted by an independent auditor. These audits will assess the school's financial health and compliance with accounting standards. Audit reports will be shared with the board upon completion.
- Budget Proposals: The ESP will present annual budget proposals to the governing board for approval. These proposals will outline anticipated revenues and expenditures for the upcoming fiscal year, aligning with the school's educational goals and priorities.
- Ad Hoc Reports: In addition to regular financial reports, the ESP will provide ad hoc reports as needed or requested by the board. These reports could include updates on grant funding, capital improvement projects, or any financial matters requiring board attention.

Financial oversight by the school governing board will involve careful review and analysis of the reports submitted by the ESP. Board members will be responsible for:

- Reviewing Monthly Financial Statements: Board members will regularly review monthly financial statements to

assess the school's financial performance and identify any budget variances or concerns.

- Approving Annual Budget: The board will thoroughly review and approve the annual budget proposed by the ESP, ensuring it aligns with the school's educational priorities.
- Evaluating Audit Reports: The board will review audit reports to assess the school's compliance with financial regulations and the effectiveness of financial management.
- Monitoring Compliance: The board will monitor compliance with spending decisions and financial policies outlined in the management agreement.
- Requesting Additional Information: If necessary, the board may request additional financial information or clarification from the ESP to address specific concerns or questions.

The board's financial oversight role is critical in ensuring the responsible and effective use of resources to support the school's mission and academic objectives. It will serve as a safeguard to protect the school's financial integrity and sustainability.

E. What is the term (duration) of the management agreement? Explain the conditions and procedures (including time frames, notice, and decision-making procedures) for renewal and termination of the contract? Describe the conditions that both the ESP and the school must satisfy for the management agreement to be renewed. On what grounds may the ESP or the governing board terminate the management agreement for cause? List any indemnification provisions in the event of default or breach by either party. If these provisions are addressed in the management agreement, the applicant may cite the specific sections.

The term (duration) of the management agreement between the governing board of Summit Academy Charter School II and Charter School Partners, LLC (ESP) will be outlined in the management agreement itself. Typically, management agreements have an initial term of several years, often five years, but this term may vary depending on the negotiation between the parties.

Renewal Procedures: The management agreement will include detailed conditions and procedures for renewal. These may involve the following steps:

Evaluation: Both parties will assess the ESP's performance during the initial term, considering academic, operational, and financial factors.

Notice Period: The management agreement will specify the notice period required by both parties to express their intent to renew or not renew the contract. This notice is typically provided well in advance of the contract's expiration.

Decision-Making Procedures: The agreement will outline the decision-making process for renewal, including any voting requirements by the governing board. Renewal decisions may require a majority vote or supermajority vote, depending on the agreement.

Renewal Conditions: Conditions for renewal may include the ESP meeting academic performance goals, financial viability, and compliance with all contractual obligations.

Termination Procedures: The management agreement will also detail procedures for termination by either party. Termination may occur for various reasons, including cause or non-renewal.

Termination for Cause: Grounds for termination for cause will be clearly defined in the agreement. This may include, but is not limited to, financial mismanagement, failure to meet academic performance standards, or material breach of contract terms.

Notice and Cure Period: The agreement will specify notice requirements for termination and any cure period provided to the party in breach to rectify the situation before termination takes effect.

Termination by Mutual Agreement: The agreement may outline procedures for mutual agreement to terminate the contract. In such cases, both parties must consent to the termination.

Indemnification Provisions: The management agreement will address indemnification provisions in the event of default or breach by either party. These provisions outline the responsibilities and liabilities of each party in the event of termination.

It's important to note that the specific terms and conditions of the management agreement, including renewal and termination provisions, will continue to be negotiated and agreed upon by the governing board and the ESP. The agreement will be finalized to ensure clarity, fairness, and protection of the interests of both parties while aligning with Florida state charter school laws and regulations.

F. Provide as Attachment EE, a draft of the proposed management agreement with the ESP.

Attachment EE: Draft contract between school and ESP

Addendum EE.pdf

2.8 MB • Added 2 months ago

Notes

Question was added at 10/22/2025 04:01 PM by Rhonda L. Stephanik

This section was reviewed by Donte Collins, Rhonda Stephanik, and Detra Adams..Section B references the members of the board that currently work with the ESP. Which members are they?

Question was added at 10/22/2025 04:03 PM by Rhonda L. Stephanik

This section was reviewed by Donte Collins, Rhonda Stephanik, and Detra Adams. Section C references college and career readiness and states that many graduates enroll inpost-secondary education or enter the work force with relevant skills. How is this tracked. As Summit Academy has only undergone its first renewal and serves students in grades K-8, there is only about 2 years max worth of data. What evidence do you have that shows which students and how many have continued on?

Concern was added at 10/22/2025 04:03 PM by Rhonda L. Stephanik

This section was reviewed by Donte Collins, Rhonda Stephanik, and Detra Adams. When looking at the Statement of Assurance documents for the board members, each document incorrectly states that "I certify that the information submitted in this application for a charter for HACS..." This statement of assurance does not apply to Summit Academy Charter School III and is not valid.

Element Review

Rating/Description
Partially Meets the Standard Added by Detra Adams at 10/22/2025
Partially Meets the Standard Added by Donte' Collins at 10/22/2025
Partially Meets the Standard Added by Rhonda L. Stephanik at 10/22/2025
Partially Meets the Standard - Final Rating Added by Rhonda L. Stephanik at 10/22/2025

VIII) ATTACHMENT TEMPLATES

Form Result

The following provided forms must be printed, signed, dated and uploaded to this section.

Signed and dated statement of assurances	Attachment L - Info Sheets.pdf 2.32 MB • Added 2 months ago
Attach signed and dated form by each board member	Attachment L - Info Sheets.pdf 2.32 MB • Added 2 months ago
Attached signed and dated attestation form	Attachment L - Info Sheets.pdf 2.32 MB • Added 2 months ago

Element Review

Rating/Description

Completed

Added by Rhonda L. Stephanik at 10/13/2025

Completed - Final Rating

Added by Rhonda L. Stephanik at 10/13/2025

IX) DISTRICT REQUESTS

In addition to the Model Florida Charter School Application, the District requests the completion of two documents: Review Extension Letter and Consultant Information form. Download the provided file for each District request, complete, and upload.

1. Review Extension Letter

Form Result

To review the application and provide appropriate and thorough feedback, the District requests that the applicant agrees to an extension of the 90-calendar day review period, if needed. Download, read, and check the option on the provided file indicating if the applicant agrees to provide the District with the opportunity of an extended review which allows for the potential inclusion of an applicant interview. If the applicant does not agree to the requested extension, if needed, the applicant will waive its opportunity for a capacity interview. This upload does not count as one of the additional 10 pages of attachments.

Signed and dated extension letter

Extension of time.pdf

95.12 KB • Added 2 months ago

Notes

Note was added at 10/07/2025 11:51 AM by Rhonda L. Stephanik

Extension not waived by the applicant.

Element Review

Rating/Description
Completed Added by Rhonda L. Stephanik at 10/07/2025
Completed - Final Rating Added by Rhonda L. Stephanik at 10/07/2025

2. Consultant Information

Form Result

The District requests that an applicant discloses if a consultant was obtained for the creation of this application submission. If, at any time during the creation of this application, a consultant, paid or voluntary, was utilized, download the provided file, answer the questions as applicable, save, and upload. This upload does not count as one of the additional 10 pages of attachments.

If applicable, download provided MS Word document, complete it, and upload to this section

Addendum GG - Consultants.docx
14.61 KB • Added 2 months ago

Element Review

Rating/Description
Completed Added by Rhonda L. Stephanik at 10/07/2025
Completed - Final Rating Added by Rhonda L. Stephanik at 10/13/2025

Recommendation

11/07/2025 03:20 PM by Rhonda L. Stephanik

Section 1002.33(6)(b)2.a, Florida Statutes, states, "A sponsor shall by majority vote approve or deny an application no later than 90 calendar days after the application is received, unless the sponsor and the applicant mutually agree in writing to temporarily postpone the vote to a specific date, at which time the sponsor shall by majority vote approve or deny the application." Based on the review, evaluation and information provided in the capacity interview held on October 28, 2025, the Superintendent's Charter School Review Committee is recommending that the application for Summit Academy Charter School III be recommended to The School Board of Broward County, Florida, via the Superintendent, for approval.

Status: *Approved*

CHARTER SCHOOL AGREEMENT

THIS CHARTER SCHOOL AGREEMENT is entered into as of the _____ day of _____, 2026 by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,
a body corporate operating and existing under the laws of the State of Florida
[hereinafter referred to as "Sponsor"],
and having its principal place of business located at
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

FLORIDA CHARTER SCHOOL ORGANIZATION IV, INC.
d/b/a SUMMIT ACADEMY CHARTER SCHOOL II - MSID
a Florida not-for-profit organization [hereinafter referred to as "School"],
and having its principal place of business located at
11421 NW 56th Drive
Coral Springs, FL 33076

WHEREAS, the Sponsor has the authority pursuant to Section 1002.33, Florida Statutes, to grant to a not-for-profit organization a charter to operate a charter elementary/middle school, grade levels kindergarten through eighth (K-8), here within Broward County, Florida; and

WHEREAS, the School is a Florida not-for-profit organization and desires to operate a charter school within Broward County, Florida for the purposes set forth in Section 1002.33, Florida Statutes, and in the School's Charter School Application which is attached hereto as **Appendix 1** and incorporated herein by reference.

WHEREAS, the School is approved by the Sponsor to provide educational services in accordance with the terms of a charter school agreement; and

WHEREAS, it is the intent of the parties that this Charter School Agreement [hereinafter referred to as "Charter"] shall serve as the charter for the operation of the School.

NOW, THEREFORE, in consideration of the mutual covenants and terms herein set forth, the parties agree as follows:

ARTICLE 1: RECITALS

Section 1.A: **Recitals**: The foregoing recitals are true and correct and are incorporated within this Charter by reference.

ARTICLE 2: GENERAL PROVISIONS

Section 2.A: **Approved Application**: The School's approved application to operate a charter school is appended hereto as **Appendix 1** and is incorporated herein by reference.

If any provision of this Charter is inconsistent with **Appendix 1**, the provisions of this Charter shall prevail.

Section 2.B: **Term of Charter:** Unless terminated earlier pursuant to Section 1002.33, Florida Statutes, or upon the terms contained herein, this Charter shall cover a period of five (5) years, commencing on July 1, 2026, and ending on June 30, 2031.

Section 2.B.1: **Effective Date:** This Charter shall become effective on July 1, 2026, or upon signing by both parties, whichever date is later.

Section 2.B.2: **Start-Up Date**: The initial start-up of the School shall be consistent with the beginning of the Sponsor's public school calendar for each school year. In all years of operation, the School will follow the public school calendar adopted by the Sponsor unless otherwise stated and approved in the Application **(Appendix 1)** or by an amendment to this Charter. The School shall provide instruction for at least one hundred eighty (180) school days or the number of days required by law for other public schools and may provide instruction for additional days.

Section 2.B.3: **Pre-Opening Deadline**: The School shall be eligible to receive FTE funding from the Sponsor once it has secured and has provided to the Sponsor evidence of at least temporary facility approval from the appropriate licensing or zoning authority, but in no event shall such funds be disbursed to the School any earlier than July 1 of the school year in which the School will open. If the School has not secured and provided to the Sponsor evidence of at least temporary facility approval from the appropriate licensing or zoning authority no later than fifteen (15) calendar days prior to the opening of the School, and the School otherwise fails to provide notice of intent to defer the opening of the School's operations in accordance with Section 1002.33(6)(b)5, Florida Statutes, then this Charter will automatically expire with notice to the School but without any hearing, right to appeal or further action required of the Sponsor. Notwithstanding the aforementioned, pursuant to Section 1002.33(6)(b)4, Florida Statutes, the School may defer the opening of the school's operations for up to 3 years to provide time for adequate facility planning. If the School has not already utilized the two (2) planning years authorized by Section 1002.33(7)(a)12, Florida Statutes, with regard to its approved application, a year under this Charter shall automatically be a planning year if the School has not secured and provided to the Sponsor evidence of at least temporary facility approval from the appropriate licensing or zoning authority no later than fifteen (15) calendar days prior to the opening of the School. The School shall not be entitled to enroll any students during a planning year and shall not be eligible to receive any FTE funding from the Sponsor during such planning year. If the School has already utilized both of its two (2) planning years subsequent to approval of its application and thereafter fails to secure and provide to the Sponsor evidence of at least temporary facility approval from the appropriate licensing or zoning authority no later than fifteen (15) calendar days prior to the opening of the School, that third year shall constitute the final deferral year permitted to the School by Section 1002.33(6)(b)2, Florida Statutes. If the School has already utilized all three (3) of its deferral years subsequent to approval of its application and thereafter fails to secure and provide to the Sponsor evidence of at least temporary facility approval from the appropriate licensing or zoning authority no later than fifteen (15) calendar days prior to the opening of the

School, then this Charter shall automatically expire with notice to the School but without any hearing, right to appeal or further action required of the Sponsor.

Section 2.B.4: **Charter Modification**: This Charter may be modified during its term by mutual agreement of the parties, provided such modifications are agreed to in writing and executed by both parties. Alteration of the grade levels served will require approval of a subsequent or supplemental charter school application to serve those additional grades. Furthermore, no modifications may alter student eligibility for enrollment except as permitted by applicable law.

Section 2.B.4.a: **High Performing Charter School:** As per Section 1002.331, Florida Statutes, a State designated high-performing charter school may increase its student enrollment, contract capacity, not to exceed the current facility capacity and expand grade levels within kindergarten through grade 12 to add grade levels not already served if any annual enrollment increase resulting from grade level expansion is within the limits established above. A high-performing charter school shall notify the Sponsor in writing by March 1 if it intends to increase enrollment or expand grade levels the following year. The written notice shall specify the amount of the enrollment increase and the grade levels that will be added, as applicable.

Section 2.B.5: **Charter Renewal**: This Charter may be renewed pursuant to Section 1002.33(7)(c)1, Florida Statutes, for such duration as may be established by mutual written agreement of the parties, or as otherwise required or allowed by law.

Section 2.C: **Educational Program and Curriculum**: The School shall deliver an educational program and curriculum as described in its Application which is attached hereto and incorporated herein as **Appendix 1.**

Section 2.D: **Non-Renewal/Cancellation and Termination**: Any non-renewal, cancellation or termination of the Charter shall be subject to Section 1002.33(8), Florida Statutes, and the terms of this Charter.

Section 2.D.1: **Non-Renewal Provisions**: At the end of the term of the Charter, the Sponsor may choose not to renew the School's Charter upon a finding of clear and convincing evidence for any of the following reasons which is not cured after notice and reasonable opportunity to cure, in accordance with Section 14.F. of this Charter, such as:

(a) a failure by the School to participate in the state's education accountability system created in Section 1008.31, Florida Statutes, or failure to meet requirements for student performance stated in this Charter;

(b) a failure by the School to meet generally accepted standards of fiscal management due to deteriorating financial conditions or financial emergencies determined pursuant to Section 1002.345, Florida Statutes, and defined by law and applicable rules of the State Board of Education; and

(c) a material violation of law.

Section 2.D.1.a: **Notice of Renewal/Non-Renewal from the Sponsor; Appeal:** Except when exercising its authority for the immediate termination of a charter school, the Sponsor shall provide written notification to the governing body of the School of the proposed renewal or non-renewal of its Charter at least ninety (90) calendar days in advance of the proposed action. In the event of a non-renewal, the notice shall state in reasonable detail the grounds for the proposed action and shall expressly find that one or more of the grounds for non-renewal under Section 1002.33(8)(a), exists by clear and convincing evidence and state that the School's governing body may issue a request for a hearing. Said request must be made within fourteen (14) calendar days of receiving the notice. The hearing shall be conducted using the procedure specified in Section 1002.33(8)(b), Florida Statutes.

Section 2.D.1.b: **Notice of Renewal/Non-Renewal from the School:** The School shall notify the Sponsor in writing at least ninety (90) calendar days prior to the expiration of the Charter as to the School's intent to renew or not to renew.

Section 2.D.2: **90-Day Termination** This Charter may be terminated upon ninety (90) calendar days written notice pursuant to Section 1002.33(8)(b) Florida Statutes, for any of the grounds listed in the foregoing Non-Renewal Section, or ground otherwise provided or available under applicable law. This Charter may also be terminated by the Sponsor before the expiration of its term if the Sponsor determines, pursuant to Section 1002.33(8)(a)1, Florida Statutes, and after due notice and opportunity to be heard, that insufficient progress has been made by the School in meeting the requirements for student performance agreed to by the parties hereto and contained in this Charter and if it is not likely that such objectives can be achieved before expiration of the Charter.

Section 2.D.2.a: **Notice from the Sponsor; Appeal:** Except when immediately terminated pursuant to this Charter, the Sponsor shall provide written notification to the governing body of the School of the proposed termination of a charter at least ninety (90) calendar days in advance of the proposed action. The notice shall expressly find that one or more of the grounds for non-renewal under Section 1002.33(8)(a), Florida Statutes, exists by clear and convincing evidence and shall state that the School's governing body may issue a request for a hearing. Said request must be made within fourteen (14) calendar days of receiving the notice. The hearing shall be conducted using the procedure specified in Section 1002.33(8)(b), Florida Statutes.

Section 2.D.3: **Immediate Termination**: This Charter may be terminated immediately by the Sponsor pursuant to Section 1002.33(8)(c), Florida Statutes, if it determines that an immediate and serious danger exists to the health, safety, or welfare of the School's students. In making the determination as to whether good cause exists for immediate termination, the Sponsor will consider whether the totality of the circumstances warrant a decision to forego the procedures for a ninety (90) day termination. The sponsor's determination is subject to the procedures set forth in Section 2.D.2.a, except that the hearing may take place after the charter has been terminated. The Sponsor shall notify in writing the School's governing body, the School's principal, and the FDOE if the Charter is immediately terminated. The Sponsor shall clearly

identify the specific issues that resulted in the immediate termination and provide evidence of prior notification of issues resulting in the immediate termination when appropriate. Upon receiving written notice from the Sponsor, the School's governing board has ten (10) calendar days to request a hearing. A requested hearing must be expedited, and the final order must be issued within sixty (60) calendar days after the date of request. The Sponsor shall further cooperate and afford the School immediate access, at no cost, to any and all records in Sponsor's possession as may be needed and required by the School in preparation of its appeal upon School's request, to the extent that such records were turned over to the Sponsor pursuant to this Section.

Section 2.D.3.a: **Immediate Termination – Operations During Appeal**: Upon receipt of notice of immediate termination, the School shall immediately provide the Sponsor access to the School's facilities, security system access codes and access codes for School owned/leased computers in the School's facilities, and shall immediately make accessible all educational and administrative records of the School so the Sponsor may immediately take any appropriate actions. Moreover, within two (2) business days, the School shall turn over to the Sponsor all records and information regarding the accounts of all of the public funds held by the School and shall turn over to the Sponsor all of the School's public property and public funds. If the School prevails in an appeal to the Division of Administrative Hearings (DOAH) and any subsequent filed appeals, the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's governing board shall resume operation and oversight of the School. For the purposes of this provision, a "business day" is a day other than a Saturday, Sunday, legal holiday, or day that the Sponsor's administration is closed.

Section 2.D.3.a.1: **Immediate Termination – Assets and Property During Appeal**: Any unencumbered public funds from the School, and district school board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal status is resolved.

Section 2.D.3.a.2: **Immediate Termination – School Debts and Term of Lease During Appeal**: However, nothing herein shall be construed as an obligation on the part of the Sponsor to secure the extension of a lease term during the pendency of an appeal or to pay with Sponsor's fund any debts incurred by the School in order to avert a foreclosure or eviction.

Section 2.D.3.a.3: **Immediate Termination –Correspondence During Appeal**: During the pendency of any appeal, the Sponsor shall forward to the chair of School's governing board copies of any correspondence or other written communications related to the School's leases and mortgages or to the extension or termination of any of the School's contracts or business relationships. To the extent the Sponsor continues to operate the School during the pendency of an appeal in the same facilities previously occupied by the School, School funds shall be available and used to make the appropriate facility payments pursuant to Section 2.D.3.c. herein below. At no time shall Sponsor take any action to violate the terms of the lease

during the pendency of an appeal. The Sponsor shall cure an unintentional breach of the lease terms during an appeal upon receipt of notice hereof.

Section 2.D.3.a.4: **Immediate Termination – Non-Renewal or Termination During Pendency of Appeal**: Since the issues on appeal shall be limited to whether there existed grounds for the immediate termination of the Charter, this Charter may still be terminated upon ninety (90) calendar days' notice or non-renewed in accordance with its terms during the pendency of an appeal in accordance with Section 1002.33(8), Florida Statutes.

Section 2.D.3.a.5: **Immediate Termination – Retrieval of Personal Items by School Personnel**: If the School appeals to the Division of Administrative Hearings and is unsuccessful in the appeal (or if the School fails to timely file an appeal), the School shall be dissolved pursuant to Section 1002.33(8), Florida Statutes. In such event, the Sponsor shall allow the School's governing body and its employees, agents and assigns to retrieve any of their respective personal belongings from the School's facility. However, all property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances.

Section 2.D.3.b: **Hearing Process**: The School's governing body may, within ten (10) calendar days after receiving the Sponsor's decision to immediately terminate the Charter, request a hearing in accordance with Section 1002.33(8)(b) and (c), Florida Statutes.

Section 2.D.3.c: **Sponsor Operation of School Pending Appeal**: The sponsor shall assume operation of the charter school throughout the pendency of the hearing under paragraph (b) unless the continued operation of the charter school would materially threaten the health, safety, or welfare of the students. Section 1002.33(8)(c), Florida Statutes, states that "failure by the sponsor to assume and continue operation of the charter school shall result in the awarding of reasonable costs and attorney's fees to the charter school if the charter school prevails on appeal." The Sponsor shall hold and conserve the School's public property and assets purchased with public funds, including cash and investments which are public funds, in trust until the School has exhausted all appellate rights pursuant to section 1002.33(8)(b) and (c), Florida Statutes. The Sponsor shall only disburse School funds in order to pay the normal expenses of the School as they accrue in the ordinary course of business. Normal expenses shall include, but not be limited to, the payment of employee salaries and benefits. This provision shall not be interpreted to require Sponsor funds be used to pay School expenses.

Section 2.D.3.d: **School Employees After Immediate Termination**: The School's instructional and operational employees may continue working in the charter school until such time as the School exhausts its appellate remedies. Notwithstanding the general policy of employees continuing to serve in their regular capacities during that time, the Sponsor reserves the right to take any appropriate personnel action as to such employees if cause should arise or be discovered during the Sponsor's assumed operation of the charter school (after the Sponsor provides any required due process to such employees if they are not terminable at-will).

Section 2.D.4: **Post Termination Provisions**: In the event that the Charter expires or is terminated (other than immediate termination) or non-renewed by the Sponsor, the disposition of financial and operational records, student records, property and assets, debts and leases shall be in accordance with the provisions of this Charter and applicable law.

Section 2.D.4.a: **Financial & Operational Records**: In the event that the Charter expires or is terminated (other than immediate termination) or non-renewed by the Sponsor, all administrative, operational and financial records of the School shall be turned over to the Sponsor along with necessary access to the School's facilities on the date the expiration, non-renewal or termination takes effect.

Section 2.D.4.b: **Student Records**: In the event that the Charter expires or is terminated (other than immediate termination) or non-renewed by the Sponsor, student records shall be turned over to Sponsor by the date of expiration, non-renewal or termination takes effect.

Section 2.D.4.c: **Property/Assets of the School**: The parties acknowledge that both the Sponsor and the School are public entities. In the event that the Charter expires or is terminated (other than immediate termination) or non-renewed by the Sponsor and except as otherwise provided by law; all assets, supplies and equipment purchased with public funds by the School or which would otherwise be due and payable to the School shall instead be delivered to, retained and owned by the Sponsor and all school property and improvements purchased with public funds, furnishings and equipment and any unencumbered public funds shall automatically revert or transfer, as the case may be, to full ownership by the Sponsor (subject to any lawful liens and encumbrances) following the School's exhaustion of its appellate remedies. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds or non-public funds, then it shall be presumed that it was purchased with public funds and ownership of the asset shall automatically revert to the Sponsor. Property and assets purchased with public funds shall be defined as all property, whether real or personal, purchased directly with grants and funds provided by a governmental entity. Funds provided by the School and used by an Education Services Provider (ESP) company to purchase property and assets for the School are considered public funds. Any property and improvements, furnishings and equipment purchased without Article 12.0 funds for the School which have not been reimbursed by public funds shall be the property of the School should the Charter terminate or not be renewed. Any assets existing at the time of expiration, termination, or non-renewal of this Charter School Agreement, which have been funded by both Article 12.0 funds and non-public funds, shall be equitably divided between the parties. Any disputes concerning such equitable division of assets shall be addressed through the dispute resolution provisions available through Section 1002.33, Florida Statutes, or as specified in this Charter. Property and assets purchased solely by non-public funds or by an educational management organization in conjunction with operating the School shall not be deemed to have been purchased with public funds. The financial and auditing personnel and staff of the Sponsor and the School shall cooperate in and coordinate the proper identification and sources of funding for the property and improvements, furnishings, and equipment purchased for the School and the appropriate record keeping of same, during the term hereof or any extensions of this Charter School Agreement.

Section 2.D.4.d: **Debts of the School**: In the event that the Charter expires or is terminated (other than immediate termination) or non-renewed by the Sponsor, the Governing Board of the School shall be responsible for all the debts of the School. The parties acknowledge that the Sponsor may not assume the debt arising from any contract for services made between the governing body of the School, the management company (if applicable), and/or third parties, except for a debt that is previously detailed and agreed upon (in writing and executed with the same formalities as this Charter) by both the Sponsor, the governing body of the School and/or the management company (if applicable), and that may not reasonably be assumed to have been satisfied by the Sponsor. The Sponsor may only assume the benefit of the property for which a debt, financial obligation, or liability may attach or accrue in the event that the Sponsor assumes or takes on the corresponding obligation for the debt, obligation, or liability as set forth herein. The Sponsor may not assume the asset for which a debt, financial obligation or liability may accrue leaving the School with the ultimate financial responsibility.

Section 2.D.4.e: **Leases of the School**: In the event that the Charter expires or is terminated (other than immediate termination) or non-renewed by the Sponsor, any and all leases existing between the Sponsor and the School shall be automatically cancelled. However, in no event shall the Sponsor be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.

Section 2.D.4.f: **Dissolution of the School:** Upon expiration, non-renewal or termination of the Charter and exhaustion of any rights to appeal, the School shall be dissolved under the provisions of the statute under which the School was organized.

Section 2.D.4.g: **Student Enrollment Upon Non-Renewal**: Any student enrolled at the School at the time of the expiration, termination or non-renewal of this Charter may apply to and be enrolled in a public school operated by Sponsor or another charter school in accordance with the Sponsor's or the recipient charter school's normal application and enrollment procedures.

Section 2.D.5: **Voluntary Termination**: The School's governing board may elect to voluntarily terminate this Charter by sending to the Sponsor a written notice of voluntary termination executed by the chair of the School's governing board. In the event of a voluntary termination, the School shall be deemed to have waived any right to notice, hearing or appeal of the termination of its Charter. The School shall inform the Sponsor no later than fifteen (15) calendar days prior to the date specified in the notice of voluntary termination. Any such voluntary termination shall be effective as of the date specified in the governing board's notice. Upon receipt of notice of the intent to voluntarily terminate the contract, the governing board's right to notice, hearing or appeal shall cease. In the event of a voluntary termination, all post-termination provisions stated in this Charter shall apply other than the provisions for notice, hearing or appeal.

Section 2.E: **Non-Discrimination Policy**: The School agrees to adhere to a policy of non-discrimination in educational programs/activities and employment and strives affirmatively to provide equal opportunity for all as required by:

Section 2.E.1: Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, religion or national origin;

Section 2.E.2: Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination in employment on the basis of race, color, religion, gender or national origin;

Section 2.E.3: Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of gender;

Section 2.E.4: The Age Discrimination in Employment Act of 1967 (ADEA), as amended, which prohibits discrimination on the basis of age with respect to individuals who are at least forty (40) years of age;

Section 2.E.5: Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the disabled;

Section 2.E.6: The Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications;

Section 2.E.7: The Family and Medical Leave Act of 1993 (FMLA) which requires covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons;

Section 2.E.8: The Florida Educational Equity Act which prohibits discrimination against a student or employee on the basis of race, gender, national origin, marital status, or handicap;

Section 2.E.9: The Florida Civil Rights Act of 1992 which secures freedom from discrimination on the basis of race, color, religion, gender, national origin, age, handicap or marital status for all individuals within the State;

Section 2.E.10: For public employers, Public Law 93-508 (Federal Law) and Section 295.07, Florida Statutes, which provide categorical preferences for employment and re-employment rights to veterans; and

Section 2.E.11: Sponsor's School Board Policy, which prohibits discrimination on the basis of sexual orientation, in effect at the time of execution of this Charter by the parties, or if subsequently amended, as the parties may agree to apply.

Section 2.F: **Class Size:** To the extent applicable, the School will comply with Article IX, Section 1 of the Florida Constitution, and any applicable state law governing class size. If it is determined that the School was required to comply with Article IX, Section 1 of the Florida Constitution or any state law governing class size and failed to do so, and such non-compliance adversely impacts Sponsor's compliance with state law, any such penalties imposed upon the

Sponsor shall be borne upon the School. Furthermore, the School shall promptly reimburse the Sponsor for any penalties incurred by Sponsor as a result of the School's non-compliance.

Section 2.G: **Additional Requirements**: The Sponsor reserves the right to require the School to adhere to School Board Policy 1163 in affect at the time of execution of this Charter by the parties, or if subsequently amended, as the parties may agree to apply, and any additional requirements imposed upon charter schools by applicable law or rules or by the FDOE.

ARTICLE 3: ACADEMIC ACCOUNTABILITY

Section 3.A: **Student Performance**: Student performance shall be assessed and evaluated in accordance with the School's governing laws and rules, the assessment and evaluation provisions of the School's Approved Application **(Appendix 1)** and the provisions of this Charter. In addition to evaluating the School's success in achieving the objectives stated in either the Application, the School Accountability Plan, or the School Improvement Plan, when required, the School shall be held accountable for meeting federal and state student performance requirements, as provided in Sections 1001.02, 1008.33, and 1008.345, Florida Statutes. The School agrees to permit the Sponsor's personnel to observe the charter school's operations to assess student performance upon reasonable notice.

Section 3.A.1: **Assessment and Evaluation**: The School will implement its educational program during the school year as specified in the School's Approved Application **(Appendix 1)** as may have been amended over time, setting forth the School's curriculum, instructional methods, any distinctive instructional techniques to be used, and the identification and acquisition of appropriate technologies needed to improve educational and administrative performance, which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards. The School shall ensure that reading is a primary focus of the curriculum and the necessary resources will be provided to identify and to provide specialized instruction for students who are reading below grade level. Further, the curriculum and instructional strategies for reading shall be consistent with the Florida Standards as determined by the FDOE and be grounded in evidence-based reading research. The School further agrees that its programs and operations shall be nonsectarian. The School shall ensure that its program is innovative and consistent with the state education goals established by Section 1000.03(5), Florida Statutes.

Section 3.A.1.a: **Expected Outcomes**: The School agrees to implement the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the methods of measurement that have been mutually agreed upon and identified in the School's Approved Application **(Appendix 1)**, in this Charter, and as specified in applicable laws and rules.

Section 3.A.1.b: **Methods of Measurement**: The School's expected outcomes will be measured in the initial year as described in the School's Approved Application **(Appendix 1)**, in this Charter, and as specified in applicable laws and rules.

Section 3.A.1.c: **Assessments**: The parties agree that the methods set forth in the School's Approved Application **(Appendix 1)**, in this Charter, and as specified in applicable laws and rules shall be used to identify the educational strengths and needs of students

and the educational goals and performance standards. This accountability criteria shall be based upon the School's assessment system, as agreed, and on statewide assessment programs. All assessments shall be conducted at the times specified in the School's Approved Application **(Appendix 1)** unless another time is required by the state.

Section 3.A.1.c.1: **State-Required Assessments**: Students attending the School shall participate, at the Sponsor's expense, in the statewide assessment program and in all state-required assessments in accordance with the provisions of Section 1002.33(7)(a)4, Florida Statutes. The School shall participate in training opportunities regarding implementation of state required assessments. To facilitate this participation, the Sponsor will provide consultation by its applicable school district staff and those services/support activities, which are routinely provided to the Sponsor's school district staff regarding implementation of state-required assessment activities (e.g., staff training, dissemination and collection of materials, monitoring, scoring, analysis, and summary reporting).

Section 3.A.1.c.2: **Additional Assessments**: When the Sponsor requires the School to participate in any District-wide assessments during, the Sponsor shall bear the cost of the School's participation in those assessments. When the School opts to participate in District-wide assessments, the School shall bear the costs associated with District-wide assessments. The School, at its discretion and own expense, may use other assessment tools that are educationally relevant, sound and consistent with this Charter.

Section 3.A.2: **Annual Student Performance**: The School will annually implement its educational program as specified in the School's Approved Application **(Appendix 1)**, setting forth the School's curriculum, instructional methods, any distinctive instructional techniques to be used, and the identification and acquisition of appropriate technologies needed to improve educational and administrative performance, which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards. The School shall ensure that reading is a primary focus of its annual curriculum and the necessary resources are provided to identify and to provide specialized instruction for students who are reading below grade level. The School's curriculum and instructional strategies for reading shall be consistent with Florida Standards and be grounded in evidence-based reading research. The School further agrees that its programs and operations shall be nonsectarian.

Section 3.A.2.a: **Annual Assessments**: The School's student performance will be annually assessed as described in the School's Approved Application **(Appendix 1)**, in this Charter, and as specified in applicable laws and rules. The School will annually implement its educational program as specified in the School's Approved Application **(Appendix 1)** setting forth the School's curriculum, instructional methods, any distinctive instructional techniques to be used, and the identification and acquisition of appropriate technologies needed to improve educational and administrative performance, which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards. The School shall ensure in each year that reading is a primary focus of the curriculum and the necessary resources will be provided to identify and to provide specialized instruction for students who are reading below grade level. The School's annual curriculum shall

be consistent with Florida Standards and be grounded in evidence-based reading research. The School further agrees that its programs and operations shall be nonsectarian each year.

Section 3.A.2.a.1: **State-Required Annual Assessments**: The School will annually administer all state-required assessments to its students, at the Sponsor's expense, within the State timeframe during each year of the term of the Charter. In each year, the School shall administer to its students, at the Sponsor's expense, the statewide assessment program and all state-required assessments. In accordance with the provisions of Section 1002.33(7)(a)4, Florida Statutes, the School will participate in all state assessment programs in which Sponsor's students enrolled in comparable grades/schools participate. To facilitate this participation, the Sponsor will provide consultation in each year by its applicable school district staff and those services/support activities, which are routinely provided to the Sponsor's school district staff regarding implementation of state-required assessment activities (e.g., staff training, dissemination and collection of materials, monitoring, scoring, analysis, and summary reporting).

Section 3.A.2.a.2: **Additional Annual Assessments**: The School will implement, at its own expense, any assessments specified in its Approved Application **(Appendix 1).** When the Sponsor requires the School to participate in any district-wide assessments during the term of this Charter, the Sponsor shall bear the cost of the School's participation in those assessments. When the School opts during the term of this Charter to participate in district-wide assessments which are not required by the Sponsor, the School shall bear the costs associated with district-wide assessments. The School, at its discretion and own expense, may use other assessment tools during the term of this Charter that are educationally relevant, sound and consistent with this Charter.

Section 3.A.2.a.3: **Testing Process:** All School personnel involved with any aspect of the testing process must abide by State policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results The Sponsor shall invite the School staff to District offered training related to State assessment administration and, as applicable, District Assessment administration, at no cost to the School. The Sponsor shall provide to the applicable School staff all services or support activities that are routinely provided to the Sponsor's staff regarding implementation of Sponsor and State-required assessment activities. The School shall designate a testing coordinator and shall be responsible for proper test administration. The School shall permit the Sponsor to monitor or proctor all aspects of the School's test administration, if the Sponsor deems it necessary.

Section 3.A.2.a.4: **Testing Technology:** The School shall, at its expense, provide adequate technological infrastructure to support all required online test administration.

Section 3.A.2.a.5: **State Assessment Reporting:** The Sponsor shall provide the School with reports on state assessments in the same manner and at the same time as for all public schools in the District.

Section 3.B: **Student Promotion**: The School's students shall be promoted in accordance with the Sponsor's most recent Student Progression Plan, as amended from time to time.

Section 3.B.1: **Student Promotion Policy**: The School's student promotion policy shall be consistent with the provisions of the School's Approved Application **(Appendix 1)**, the provisions of this Charter and applicable laws and rules and shall comply with the Sponsor's most recent Student Progression Plan, as amended from time to time.

Section 3.B.2: **Graduation Requirements**: The School shall comply with the method described in Sections 1003.4281, 1003.4282 and 1008.25, Florida Statutes, and the Sponsor's policy for determining that a student has satisfied the requirements for graduation. Dropout Prevention and Academic Intervention programs must comply with the requirements of Section 1003.53, Florida Statutes, and Rule 6A-6.0521, Florida Administrative Code.

Section 3.C: **Academic Intervention Plan:** This section is not applicable to this Charter.

Section 3.D: **Data Access and Use**: The School agrees to allow the Sponsor access to its facilities and records to review data sources, including collection and recording procedures, in order to assist the Sponsor in making a valid determination as to whether student performance requirements have been met as stated in the Charter, and as required by Sections 1008.31 and 1008.345, Florida Statutes. The School must use the Sponsor's student information system and the Sponsor agrees to provide the School with sufficient access to such student information system. The School agrees to utilize data provided by the Sponsor in its electronic data processing systems pertaining to admissions, registration, and student records. The School shall also use records and grade procedures that adequately provide the information required by the Sponsor. If the School chooses to use an alternate grade book system other than the Sponsor's, the Sponsor will not be required to provide any technical support. The Sponsor will provide services/support activities which are routinely provided to the Sponsor's staff regarding implementation of state-required assessment activities (e.g., staff-training, dissemination and collection of materials, monitoring, scoring, analysis and summary reporting). Student performance data for each student in the School, including, but not limited to, state mandated assessment scores, standardized test scores, previous public school student report cards, and student performance measures, shall be provided by the Sponsor to the School in the same manner provided to other public schools in the district. Any expense for the aforementioned services that is not included as part of the Sponsor's administration fee under Section 1002.33(20), Florida Statutes, will be the responsibility of the School.

Section 3.D.1: **Student Performance/Progress Monitoring Reports:** The School agrees to collect student performance/progress monitoring data as required by statute and provide a copy to the Sponsor. Student performance/progress monitoring data will be uploaded into Charter Tools in the timeframe provided by the Sponsor.

Section 3.E: **Accreditation:** The School, if a high school or a school providing high school courses, must obtain and maintain applicable certification/accreditation of its educational program within four (4) years in order to ensure transferability of courses completed by the students at the School. Schools that serve students in grades 9-12 shall annually notify parents in writing the accreditation status of the school and the implications of non-accreditation, if applicable. The notification may be provided in the parent handbook.

Section 3.F: **Records and Grading Procedures**: Due to the possibility that students enrolled in the School may return to a district school or transfer to another charter school within the school district, the School will utilize a records and grading procedure that is consistent with the Sponsor's current records and grading procedures.

Section 3.G: **State System of Grading Schools**: The School shall be subject to the state system for grading set forth in Section 1008.34, Florida Statutes, and the acquisition by the School of two (2) consecutive grades of "F" after all school grade appeals are final, unless the charter school meets one of the exemption criteria pursuant to Section 1002.33(9)(n)3, Florida Statutes, shall constitute a material breach of this Agreement and good cause for the School's termination.

Section 3.G.1: **School Improvement Plans (SIPs)**: In the event the School receives a school grade issued under Section 1008.34(2), Florida Statutes, of "D" or "F" in any year, the School's director/principal and a representative of the School's Governing Board shall appear before the Sponsor in a publicly noticed meeting to submit a SIP for approval by the Sponsor. The Sponsor shall have the authority to approve and monitor the School's development and implementation of any SIP during the following school year as outlined in Rule 6A-1.099827, Florida Administrative Code. The School shall comply with all state and local requirements pertaining to said Rule. The Sponsor may also consider any action recommended by the Florida Board of Education as part of any SIP.

Section 3.G.1.a: **Corrective Actions**: If the School earns three consecutive grades below a "C," the charter school governing board shall choose one of the following corrective actions, as prescribed in state board rules:

Section 3.G.1.a.1: Contract for educational services to be provided directly to students, instructional personnel, and school administrator, as prescribed in state board rule. The School may select an Education Management Organization or Academic Management Organization to provide services to the Schools students, teachers, and administrators, including services such as, but not limited to, instructional coaching, curriculum review and alignment, and data literacy.

Section 3.G.1.a.2: Contract with an outside entity that has a demonstrated record of effectiveness to operate the School;

Section 3.G.1.a.3: Reorganize the School under a new director or principal who is authorized to hire new staff; or

Section 3.G.1.a.4: Voluntarily close; or

Section 3.G.1.a.5: Any additional actions required by applicable law or rule may be take in addition to, but not in lieu of, one of the corrective actions prescribed in Rule 6A-1.099827.

Section 3.G.1.b: **School Improvement Plan Approval Meeting**: The Sponsor shall approve or deny a school improvement plan submitted by the School at a publicly noticed meeting pursuant to Rule 6A-1.009827, Florida Administrative Code.

Section 3.H: **State Student Performance Requirements**: The School will be accountable for meeting the state's student performance requirements as delineated in Rule 6A-1.09981, Florida Administrative Code, *School District Accountability,* based on Sections 1001.02, 1008.22, 1008.34, and 1008.345, Florida Statutes.

Section 3.I: **Annual Accountability Report**: The School shall submit an Annual Accountability Report to the Sponsor by the date specified by the State each year during the term of this Charter School Agreement as required by Section 1002.33(9)(k), Florida Statutes. The Accountability Report will be reviewed by the Sponsor as required.

Section 3.J: **Reading Plan:** The School agrees to adopt and implement, the Sponsor's K-12 Comprehensive Evidence-Based Reading Plan (CERP) unless it has chosen to "opt-out" and use an alternate governing board approved core reading plan. If the school chooses to opt-out of the Sponsor's K-12 CERP, it shall provide to the Sponsor an alternative Evidence-Based Comprehensive Reading Plan to the Sponsor for review in compliance with applicable laws.

ARTICLE 4: STUDENTS

Section 4.A: **Eligible Students**: The School shall enroll all eligible students in accordance with Section 1002.33(10), Florida Statutes. Student enrollment shall be subject to the School's approved capacity, which shall be determined annually by the School's governing board, in conjunction with the Sponsor, in accordance with section 1002.33(10)(h)–(i), Florida Statutes. A student may not be transferred by the School to another charter school or district school except upon the prior written consent of the student's parent/guardian or of the student (if an adult). The School agrees that any transfer or withdrawal of students shall be conducted in accordance with the Sponsor's student enrollment and withdrawal policies and procedures. Parents may withdraw a student from the School at any time. In such event, the student shall either return to the student's regularly assigned district school or to another school with an appropriate program.

Section 4.A.1: **School Community**: The School shall make reasonable efforts, in accordance with federal law, to achieve racial or ethnic balance reflective of the community it serves or within the racial or ethnic range of other public schools in the District and shall not violate the antidiscrimination provisions of Section 1000.05, Florida Statutes, including to discriminate against students who are served under the Exceptional Student Education (ESE) program and students who are served as English Language Learners (ELL). The parties agree that the community to be served by the School is described in the School's Application **(Appendix 1).**

However, in no event shall any eligible student, as defined by Section 1002.33(10), Florida Statutes, be denied enrollment unless the School has attained its maximum school enrollment capacity.

Section 4.B: **Grades Served**: The School shall enroll students in those grades specified in its Approved Application **(Appendix 1).** A state designated high-performing charter school may expand grade levels as outlined in Section 1002.331 Florida Statutes.

Section 4.C: **Class Size**: The School shall be in compliance with Florida Constitutional Class Size Requirements, as applicable to charter schools.

Section 4.D: **Annual Projected Enrollment**: The School shall provide to the Sponsor its projected FTE enrollment for the next school year by no later than the last Friday of May of the current school year during the term of this Charter. The Annual Projected Enrollment shall not be construed to constitute a maximum enrollment capacity at the School for the following academic school year.

Section 4.E: **Annual Capacity Determination**: The annual capacity shall be determined by the Governing Board in conjunction with the Sponsor based on the factors set forth in Section 1002.33(10), Florida Statutes. The School shall provide the Sponsor by March 1 of each year of this Charter, the proposed Annual Enrollment Capacity for the subsequent year. The School shall not enroll student in excess of the physical capacity of the building, unless the School operates multiple sessions, in which case, the physical capacity of the school shall not be exceeded during any session.

Section 4.E.1: **Annual Capacity of a High Performing Charter School**: The capacity of a high-performing charter school identified pursuant to Section 1002.331, Florida Statutes, shall be determined annually by the School's governing board. The governing board shall notify the Sponsor of any increase in enrollment by March 1 of the school year preceding the increase. The Sponsor may not require the School to identify the names of students to be enrolled or to enroll those students before the start of the school year as a condition of approval or renewal of a charter. Pursuant to Section 1002.331(2)(a), Florida Statutes, modification of the contract capacity of a charter school that has been identified as high-performing by the FDOE, shall not exceed the maximum capacity established by any applicable certificate of occupancy, certificate of use, fire permit or applicable provision of Article IX, Section 1 of the Florida Constitution or any other law or rule that is applicable to the School.

Section 4.F: **Admissions and Enrollment Plan**: The School shall implement the enrollment policies and procedures and lottery processes in accordance with the School's Governing Board policies and procedures, Section 1002.33 (10), Florida Statutes, and as otherwise provided by law. Pursuant to Section 1002.33(10)(e), Florida Statutes, the School may limit enrollment to target specific student populations. The School shall enroll all eligible students who submit a timely application, unless the number of applications exceed the stated capacity of the School, class, grade level, or building as agreed to in **(Appendix 1).** In that case, all applicants shall have an equal chance of being admitted through a random selection process. The School's enrollment plan shall comply with the following:

Section 4.F.1: **Equal Enrollment Opportunities**: Students requiring services from an Exceptional Student Education (ESE) program as well as students requiring services from English Language Learners (ELL) programs shall have equal opportunities of being selected for enrollment in the School. The School agrees to enroll any eligible student who submits a timely and completed application. However, if the number of applications exceeds the capacity of a program, class, grade level, or building all eligible applicants shall have an equal chance of being admitted through a random selection process that complies with Florida law and all applicable desegregation court orders, and/or settlement stipulations, Sponsor assignment plan/policies, voluntary school choice plans, and conditions relating to maintenance of appropriate student population that reflects the diversity of the community in which the School is located;

Section 4.F.2: **Enrollment for Conversion Schools**: In the event the School is operating as a conversion charter school, the School agrees to give enrollment preference in accordance with Section 1002.33(10)(e), Florida Statutes to students who would have otherwise attended that public school, however, parents or students may request non-participation and receive assignment to another public school through the Sponsor;

Section 4.F.3: **Community Diversity**: The School agrees that it will implement the strategies contained in **Appendix 1** to achieve and maintain a student population reflective of the diversity of the community the School serves, as defined above;

Section 4.F.4: **Enrollment Preferences - Siblings and Employees' Children**: The School acknowledges that it may give enrollment preference to eligible siblings of students enrolled in the School, to the child of an employee of the School, to the child of a member of the governing board of the School or to any other student as authorized by Florida law; and

Section 4.F.5: **Enrollment Preferences – Same Household**: The School acknowledges that it may give enrollment preference to students living in the same household with an accepted/attending student (i.e., foster home, foreign exchange student) subject to the provision of appropriate documentation to support such student eligibility.

Section 4.G: **Maintenance of Student Records**: The Sponsor agrees to cooperate with the School to provide cumulative folders and permanent records, including Individual Education Plans (IEPs) for Exceptional Students. The School shall maintain both active and archival records in Broward County, Florida, for current and former students in accordance with Florida Statutes. The School will maintain both active and archival records for current/former students in accordance with applicable federal and state laws. The Sponsor will assist the School in establishing appropriate record formats.

Section 4.G.1: **Cumulative Folders/Permanent Records**: All cumulative folders and permanent records of students leaving the School to attend a district school and copies of permanent records of students leaving a district school to attend the School will be forwarded to the receiving school immediately upon request. Neither the School nor the Sponsor shall delay the transfer of records due to a pending parent/student exit conference.

Section 4.G.2: **Records Upon Out-of-District Transfer**: All cumulative folders and permanent records of students leaving the School to attend a school other than a district school will be copied and forwarded to the receiving school. The original cumulative folder and permanent record of the student will be filed with the School's inactive student records and transferred to the Sponsor in accordance with applicable federal and state law.

Section 4.G.3: **Records Upon Other Transfers**: All cumulative folders and permanent records of students leaving the School for any reason, other than above, will be filed with the School's inactive student records and transferred to the Sponsor in accordance with applicable federal and state law;

Section 4.G.4: **Records Transfer to Sponsor**: All permanent (identified as "Category A" by the Florida Division of Library and Information Services) records of students leaving the School, whether by graduation, transfer to Sponsor's district schools, or withdrawal to attend another school, will be transferred to the Sponsor in accordance with applicable law. All records of student progress (identified as "Category B" by the Florida Division of Library and Information Services) will be immediately transferred to the appropriate recipient school, without exception, if a student withdraws to return to one of Sponsor's district schools or to another school system. The School may retain copies of the academic records created during a departing student's attendance at the School.

Section 4.G.5: **Inactive Student Records**: All inactive student records shall be maintained and archived by the school in accordance with Rule 6A-1.0955, Florida Administrative Code. The School shall maintain pupil attendance records in the manner specified in Rule 6A-1.044, Florida Administrative Code; and

Section 4.G.6: **Confidentiality of Student Records**: The School shall ensure that all student records are kept confidential as required by applicable federal and state laws including but not limited to the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g) and Sections 1002.22 and 1002.221, Florida Statutes. The Sponsor has the right with reasonable notice, if it has a legitimate educational interest to review any and all student records maintained by the School including, without limitation, records pertaining to students in the ESE, ELL and Multi-Tiered System of Support/Response to Intervention (MTSS/RtI) programs at the School.

Section 4.H: **Exceptional Student Education**: Students enrolled in the School who are eligible to receive Exceptional Student Education (ESE) services shall be provided a free appropriate public education by the School in accordance with this Charter, applicable federal and state laws and applicable administrative rules adopted by the Florida Board of Education. Students with disabilities will be educated in the least restrictive environment as outlined in the district's Special Policies and Procedures for Exceptional Students (SP&P).

Section 4.H.1: **Non-Discriminatory Policy**: The School will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin or disability in the admission of students. The School shall adopt a policy providing that it will not discriminate against students with disabilities who are served in Exceptional Student Education (ESE) programs

and students who are served in English for Speakers of Other Languages (ESOL) programs; and that it shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes (The Florida Education Equity Act). The School will be non-sectarian in its programs, admission policies, employment practices and operations. The School shall adopt and implement a non-discriminatory policy regarding placement, assessment, identification, selection, and admission of disabled students. The School will not request a copy of a student's Individual Education Plan (IEP) nor any other student information from the parent or any other source prior to the student's completion of the application process, nor shall the School access such student information on the Sponsor's student information system prior to admission of the student. The School's enrollment application will not include questions concerning a student's IEP or need for special services. Upon receiving the application for enrollment of a student with a disability, the School will convene a meeting with individuals knowledgeable about the student to evaluate the student's individual needs and determine whether the student can be provided a free, appropriate public education by the School.

Section 4.H.2: **Sponsor's Responsibilities**: The Sponsor will have the responsibility of conducting the psychoeducational evaluation of students referred for potential placement within exceptional student education in accordance with federal and state mandates. The School agrees that the Sponsor will perform psychoeducational evaluations of students initially referred for placement within exceptional student education without fee. The School will be billed for those services not covered by the administrative fee at the actual cost of these services. The School may obtain independent evaluations of students at the School's expense. These evaluations may be considered in determining eligibility but will not necessarily substitute for an evaluation conducted by the Sponsor's district personnel in a manner and timeframe consistent with that of all other schools in the district. The Sponsor will monitor the School for ESE compliance with applicable federal, state and local policies and procedures.

Section 4.H.3: **The School's Responsibilities**: The School shall make a continuum of services available to students with disabilities. Students with disabilities enrolled in the School shall be provided, at the School's expense, with programs implemented in accordance with federal, state and local policies and procedures, (or other State approved procedures) and, specifically, the Individuals with Disabilities Education Improvement Act (IDEIA), Section 504 of the Rehabilitation Act of 1973, 1000.05, 1003.57, 1001.42(4)(l), and 1002.33, Florida Statutes, Chapter 6A-6 of the State Board of Education Administrative Rule and Sponsor's Special Policies and Procedures for Exceptional Students. The School will be responsible, at its expense, for the delivery of all educational and related services indicated on the student's Individual Education Plan (IEP). Related services (e.g., speech/language therapy, occupational therapy, physical therapy, and counseling) must be provided by the School's staff or paid for by the School through a separate contract. Gifted students shall be provided with programs implemented in accordance with state and local policies and procedures, federal and state laws, and Chapter 6A-6 of the Administrative Rules adopted by the Florida Board of Education. The School will be responsible for the delivery of all educational services indicated on a student's educational plan.

Section 4.H.3.a: **IEP Meetings**. The School will develop an Individual Education Plan (IEP) and conduct an IEP meeting with the student's parents/guardians for each exceptional student enrolled in the School. The School will utilize all of the Sponsor's

forms and procedures related to ESE eligibility, IEP and placement process procedures. The School will invite the Sponsor to participate in the initial staffing and IEP meetings at the school and will provide the Sponsor with at least ten (10) days prior notice of such meetings as required by law and accompanied by a copy of the Parent Participation Form. A representative of the Sponsor shall participate in all initial IEP, EP, and applicable Section 504 Plan meetings. The administrator or designee in charge at the School will serve as the LEA Representative at all other annual and interim IEP, EP, and Section 504 meetings, which the School shall conduct.

Section 4.H.3.a.1: If it is determined by an IEP committee that the needs of a student with disabilities cannot be met at the School, the School will take steps to secure another placement for the student in accordance with federal and state mandates. The School's staff will work together with the Sponsor's personnel to ensure that the needs of these students are met. The School's staff will work closely and as early as possible in the planning/development stages, with Sponsor staff to discuss the services needed by the School's students with disabilities.

Section 4.H.3.b: **Least Restrictive Environment:** Except as otherwise provided by the provisions of Section 2.E contained hereinabove, students with disabilities enrolled in the School will be educated in the least restrictive environment and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. As it is the School's goal to place students in an environment where they can best flourish, those students whose needs cannot be adequately addressed at the School will be appropriately referred; and the School's staff will work together with the Sponsor's personnel to ensure that the needs of these students are met. However, it is the School's obligation, and not that of the Sponsor or student's boundaried school, to provide all appropriate services to ESE students.

Section 4.H.3.c: **Procedural Measures:** As early as possible in the planning/development stages, the School's staff will work closely with the Sponsor's staff to discuss the needed services (including all related services and programs) of the School's students with disabilities. Parents of students with disabilities will be afforded procedural safeguards in their native language, which safeguards will include the areas of notice and consent, independent educational evaluations, confidentiality of student records, due process hearings, and surrogate parents.

Section 4.H.3.d: **Federal and State Reports:** Unless otherwise exempted by Chapter 1002, Florida Statutes, the School will complete federal, state and any other reports deemed necessary in accordance with the timelines and specifications of the Sponsor and the State Department of Education.

Section 4.H.3.e: **504 Students**: The School will provide reasonable accommodations to students with a physical or mental impairment which substantially limits a major life activity, if and to the extent required to enable such students to have an opportunity to be successful in their educational program equal to that of their non-disabled peers. The School shall prepare a 504 Accommodation Plan for all such students who do not have an IEP, in accordance with Section 504 of the Rehabilitation Act and its implementing regulations.

Section 4.H.4: **Due Process Hearings**: The School shall be liable to Sponsor for all damages, attorney's fees and costs awarded against the Sponsor relating to an alleged violation by the School of federal and/or state laws related to the education of students with disabilities, including, without limitation, formal complaints, due process hearings, mediations or other court proceedings, relating to Section 615 of the Individuals with Disabilities Education Improvement Act or Section 504 of the Rehabilitation Act of 1973 and School shall be liable for all attorney's fees and costs incurred by the Sponsor in its defense of any claims. The School shall have an opportunity to consult both in the selection of counsel and to participate in the defense of the due process proceedings. The School shall not be obligated to Sponsor under this subsection for any damages, attorney's fees and costs awarded in favor of a student with disabilities due to Sponsor's violation of federal and/or state laws related to the education of students with disabilities, including, without limitation, formal complaints, due process hearings, mediations or other court proceedings, relating to Section 615 of the Individuals with Disabilities Education Improvement Act or Section 504 of the Rehabilitation Act of 1973 or for any costs and attorney's fees incurred by Sponsor in defending a claim that resulted in such an award. All expenses, cost and attorney's fees owed to the Sponsor based on this Section shall be reimbursed by the School within thirty (30) calendar days of the submission of a written invoice to School by the Sponsor or an appropriate payment plan shall be negotiated.

Section 4.H.5: **English Language Learners (ELLs)**: Students enrolled at the School who are identified as English Language Learners (ELLs), will be provided with primary instruction in English by personnel who will follow the Sponsor's District Plan for English Language Learners and who either (a) hold a currently-valid State of Florida educator's certificate showing the ESOL subject area or the ESOL endorsement or (b) hold a currently-valid State of Florida educator's certificate in another area of certification, have been approved by the School's Board of Directors to teach in this capacity, and who complete the required in-service training in ESOL in the prescribed time frame per the State Department of Education rules and regulations provided by the school district in compliance with the *LULAC, et al. v. State Board of Education* Consent Decree. The School will meet all the requirements of the Consent Decree entered in *LULAC, et al. v. State Board of Education* and related rules of the State Board of Education in Chapter 6A-6. The School will comply with the Sponsor's current ELL plan, as approved by the State Board of Education, including the utilization of all forms and documents in–both the Sponsor's current ELL plan, which may be amended from time to time, as well as any district department handbooks, manuals and guidelines used for the process of identifying and classifying ELL students and for the provision of implementation of ESOL services to meet the needs of English Language Learners (ELLs). The School shall be invited to attend the District's ESOL Contact Meetings. The Sponsor will monitor the School for ELL compliance with applicable federal, state and local policies and procedures.

Section 4.I: **Dismissal Policies and Procedures**: The School agrees to dismiss students as described in Sponsor's School Board Policy in effect at the time of this Charter by the parties, within this Charter or as subsequently amended, and in the appropriate Section of the School's Application **(Appendix 1)**. The School agrees to maintain a safe learning environment at all times. The School shall comply with Florida state law and will adopt and follow the Sponsor's Code of Student Conduct, as may be modified by the Sponsor from time to time, for the School's students of the same grades promulgated by Sponsor. Any policies developed by the

School to implement the Code of Student Conduct shall be in accordance with the Florida State Board of Administration Rules, federal and state laws and regulations, and federal and state court decisions.

Section 4.I.1: **Expulsions:** The School's board of directors shall recommend expulsions to the Sponsor. However, the Sponsor has the ultimate authority in cases of student expulsion. If the School is considering removal of a student from attendance, the School will inform the Sponsor of its intention and share information concerning the basis for considering removal. If the student's actions lead to recommendation for assignment to an alternative school or expulsion from the Sponsor's district, the School will cooperate in providing information and testimony needed in any legal proceeding. Students will be assigned to an alternative school only through the process established by the Sponsor's Board Policy and will be expelled from the Sponsor's district only if approved by the Sponsor's School Board.

Section 4.I.1.a: **Liability** The School shall not be liable to the Sponsor for any damages, attorney's fees or costs relating to damages awarded due to actions of the Sponsor which are found to violate any federal and/or state laws related to any disciplinary or expulsion proceeding arising out of this Section that are the result of the Sponsor's actions. Further, the Sponsor shall be liable to the School to the extent permitted by law for such damages, attorney's fees or costs relating to damages awarded due to the Sponsor's actions which are found to violate federal and/or state laws related to any disciplinary or expulsion proceedings arising out of this Section that are the result of Sponsor's actions.

Section 4.I.2: **Manifestation Determination:** Students with disabilities shall be afforded a manifestation determination and will be disciplined, if required, in accordance with the requirements of the Individuals with Disabilities Education Improvement Act and Rehabilitation Act and the Sponsor's Exceptional Student Education Policies and Procedures (SP&P). If a student has been recommended for expulsion for commission of an expellable act as defined by the Sponsor's policy and the student is withdrawn from the School by a parent/guardian, the student may be denied enrollment in a district school by Sponsor or may be assigned to an appropriate expulsion abeyance program in accordance with Sponsor's policies. The School may not withdraw or transfer a student involuntarily unless the withdrawal or transfer is accomplished through established procedures mutually agreed upon in this Charter or through the Sponsor's applicable policies for student withdrawal.

Section 4.I.3: **Corporal Punishment**: The School agrees that it will not engage in the corporal punishment of its students.

Section 4.J: **Extracurricular Student Activities**: Students at the School shall be eligible for participation in extracurricular activities and athletic opportunities at the School in the same manner as other schools in the school district to the extent such programs or sports are offered. Nothing herein prohibits the School from imposing stricter requirements for participation in extracurricular activities. Students at the School will be eligible to participate in interscholastic extracurricular activity at the district school to which the student would be assigned according to Sponsor's policies and the rules of the Florida High School Athletic Association (FHSAA), unless such activity is provided at the School, so long as the School student meets the requirements of Section 1006.15, Florida Statutes. All such students will be assigned to a district school for

extracurricular activities through the Sponsor's student assignment office. The Sponsor agrees to support the School in its efforts to recognize student accomplishments. Such support shall include, but not be limited to, district competitions, district recognition programs and district scholarship programs. If there are any costs not paid for or reimbursed by the State, then the School shall pay its pro rata share of the costs of such recognition programs.

Section 4.K: **Enrollment - Health, Safety & Welfare**: Enrollment at the School is subject to compliance with the provisions of Section 1002.33, Florida Statutes, concerning school entry health examinations and immunizations. The School agrees to comply with the Federal Gun Free Schools Act of 1994 and any other applicable state and/or federal law pertaining to the health, safety and welfare of students.

Section 4.L: **Safety & Security Requirements:** The School shall comply with all applicable provisions of the Marjory Stoneman Douglas High School Public Safety Act, as well as any subsequent safety and security legislation or relevant sections of the Florida Administrative Code. This compliance includes, but is not limited to, adherence to the specific statutory and regulatory requirements enumerated below.

Section 4.L.1: Section 1006.12, Florida Statutes, relating to safe-school officers;

Section 4.L.2: Section 1006.07, Florida Statutes, relating to threat management teams;

Section 4.L.3: Section 1006.07, Florida Statutes, relating to School Environmental Safety Incident Reporting;

Section 4.L.4: Section 1006.1493, Florida Statutes, relating to the Florida Safe Schools Assessment Tool;

Section 4.L.5: Section 1006.07, Florida Statutes, relating to adopting an active assailant response plan;

Section 4.L.6: Section 943.082, Florida Statutes, relating to the mobile suspicious activity reporting tool;

Section 4.L.7: Section 1012.584, Florida Statutes, relating to youth mental health awareness and assistance training;

Section 4.L.8: Section 1006.07, Florida Statutes, relating to completing school campus tours;

Section 4.L.9: Section 1006.07, Florida Statutes, relating to adoption of family reunification plans;

Section 4.L.10: Section 1006.07, Florida Statutes, relating to adoption and implementation of a progressive discipline policy;

Section 4.L.11: Section 1006.07, Florida Statutes, relating to school safety requirements of physical security measures;

Section 4.L.12: Section 1006.07, Florida Statutes, relating to emergency drills and emergency procedures;

Section 4.L.13: Section1006.07, Florida Statutes, relating to control of students;

Section 4.L.14: Section 1006.07, Florida Statutes, relating to Code of Student Conduct;

Section 4.L.15: Section 1012.32, Florida Statutes, relating to qualifications of personnel;

Section 4.L.16: Rule 6A-1.0017: SESIR Rule, F.A.C;

Section 4.L.17: Rule 6A-1.0018: Safety & Security, F.A.C.; and

Section 4.L.18: Rule 6A-1.0019: Threat Management, F.A.C.

Section 4.M: **Safety & Security Reporting Requirements:** The School shall submit all required safety and security information through the Sponsor designated platform, portal, or other method as specified by the Sponsor. The School shall comply with all reasonable Sponsor-established deadlines for the submission of safety and security trainings, reports, or documentation. This would include any additional trainings, reports, or documentation deemed necessary by the Sponsor's School Safety Specialist. Such submissions must be made in a timely manner to allow for the Sponsor's review and, if necessary, corrective action, ensuring compliance with all applicable statutory and regulatory deadlines.

Section 4.N: **Subsequent Legislation:** Should any additional legislation affecting school safety or security be enacted during the term of this Agreement, the School shall promptly comply with all requirements for actions, reporting, and documentation as set forth in such legislation. Compliance shall be in accordance with the procedures described in Section 4.M above.

Section 4.O: **Mental Health Plan:** The School will annually determine whether it will participate in the Sponsor's Mental Health Plan to receive the mental health assistance allocation. If the School develops its own plan, it must submit that plan to its Governing Board for approval. After the plan is approved by the School's governing board, it must be provided to the Sponsor in the timeframe provided by the Sponsor.

ARTICLE 5: FINANCIAL ACCOUNTABILITY

Section 5.A: **Revenue - Basis for Student Funding**: The Sponsor agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a school in the Sponsor's district. The basis for the funding shall be the sum of the Sponsor's

operating funds from the Florida Education Finance Program (FEFP) as provided in Section 1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds, and funds from the Sponsor's district current operating discretionary millage funds, divided by the total funded weighted full-time equivalent students (WFTE) in the Sponsor's district, multiplied by the WFTE of the School, less the administrative fee as set forth in Section 1002.33(20)(a)3.The School shall receive one hundred percent (100%) of the Merit Award Program funds awarded to the School pursuant to Section 1012.225, Florida Statutes.

Section 5.A.1: **Student Reporting**: The School agrees to report to the Sponsor its student enrollment as provided in Section 1011.62, Florida Statutes, and, in accordance with the definitions contained in Section 1011.61, Florida Statutes, at the agreed-upon intervals and using the method used by the Sponsor's district when recording and reporting cost data by program. The Sponsor agrees to include the School's enrollment in the Sponsor's district report of student enrollment. In addition, for each year of the term of this charter, the School will submit the projected full-time equivalent student membership of the School to the Sponsor by the date specified by the Sponsor. The Sponsor will also provide training for the School's personnel in the use of designated district applications necessary to respond to the legislative requirements of Section 1008.345, Florida Statutes, including the annual report and the state required assessment program.

Section 5.A.1.a: **Retention of Attendance Records:** The School will retain the records documenting students' attendance, absences, and tardiness as required by applicable laws. These documents may include, but not limited to, teachers' daily attendance records, the absentee record, documentation of any changes to the absentee record, absentee slips, and any electronic absentee records. These records should be retained in accordance with the retention schedule published by Florida Department of State, Division of Library and Information Services, "General Records Schedule GS7 For Public Schools, Pre-K-12 and Adult and Career Education".

Section 5.A.2: **Distribution of Funds Schedule**: The Sponsor shall disburse the funds specified in this Article to the School in a timely and efficient manner. Timely distribution of funds to the School shall begin annually in July on a monthly basis. Until the Sponsor has conducted an official enrollment count, the monthly payments will be based on the School's prior year FTE student membership. Thereafter, the results of student enrollment counts and FTE membership surveys will be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year. The Sponsor shall pay the School one-twelfth of the available funds less administrative fee as defined in Section 1002.33(20)(a), Florida Statutes within ten (10) business days of receipt by the Sponsor of a distribution of State or local funds. If payment is not made within ten (10) business days after receipt of funding by the Sponsor, the Sponsor shall pay to the School, in addition to the amount of the scheduled disbursement, interest at the rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration for the ten (10) business day period until such time as the payment is made.

Section 5.A.2.a: **Disbursement - Start of New Charter School**
Pursuant to Section 1002.33(17), Florida Statutes: "For the first 2 years of a charter school's operation, if a minimum of seventy-five percent (75%) of the projected enrollment is entered into

the sponsor's student information system by the first day of the current month, the district school board shall distribute funds to the school for the months of July through October based on the projected full-time equivalent student membership of the charter school as submitted in the approved application. If less than seventy-five percent (75%) of the projected enrollment is entered into the sponsor's student information system by the first day of the current month, the sponsor shall base payments on the actual number of student enrollment entered into the sponsor's student information system. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the charter school for the remainder of the fiscal year." In no event shall monthly payments begin until the School has secured at least temporary facility approval from the appropriate licensing authority and has presented the same to the Sponsor. The Sponsor will determine the School's actual state fundable FTE using FDOE FTE reports and will make monthly payments to the School based on those reports and the most recent calculation of FEFP revenue, less payments received, less the district administrative fee, with the balance due divided by the remaining months in the fiscal year. Payment shall be on a monthly basis..

Section 5.A.3: **Adjustments**: Total funding for the School shall be recalculated during the year to reflect the revised calculations under the FEFP by the State and the actual unweighted and weighted FTE students reported by the School during the full-time equivalent survey periods designated by the Commissioner of Education. If the School submits data relevant to FTE funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State arising as a result of any errors or omissions for which the School is responsible. Upon receipt of notice from the State of such inaccuracy, the Sponsor shall promptly send notice to the School of the alleged errors discovered through such audit(s) so that the School, on its own or through the Sponsor, at the School's expense, may participate in any proceedings to challenge or appeal such audit findings. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same. Should the Sponsor receive notice of an FTE funding adjustment which is attributable to error, misreporting or substantial noncompliance by the charter school, the sponsor shall deduct the amount of such adjustment from the charter school's FTE funding until the total amount of the FTE funding adjustment is recovered by the Sponsor. Such adjustment shall not exceed the fiscal year. Upon receipt of notice from the State of such inaccuracy, the Sponsor shall promptly send notice to the School of the alleged errors discovered through such audit(s) so that the School, on its own or through the Sponsor, at the School's expense, may participate in any proceedings to challenge or appeal such findings.

Section 5.A.4: **Millage Levy**: In accordance with the provisions of section 1002.33(9)(l), Florida Statutes, the School agrees that it shall not levy taxes or issue bonds secured by tax revenues. However, nothing in this provision shall preclude a municipality from levying municipal taxes during a period in which the municipality is operating a charter school.

Section 5.A.5: **Holdback/Proration**: In the event of a state holdback or a proration which reduces funding, the School's funding will be reduced proportionately. In the event that the Sponsor's district exceeds the state cap for WFTE for any expenditure category of programs established by the Legislature, resulting in unfunded WFTE for the Sponsor's district, then the School's funding shall be reduced to reflect its proportional share

of any unfunded WFTE and the School's funding will be reduced to reflect its proportionate share of any unfunded WFTE. In addition, should the Sponsor receive notice of an FTE funding adjustment which is attributable to error or substantial noncompliance by the School, the Sponsor shall deduct such assessed amount from the next available payment otherwise due the School. Upon receipt of notice from the State of such inaccuracy, the Sponsor shall promptly send notice to the School of the alleged errors discovered through such audit(s) so that the School, on its own or through the Sponsor, at the School's expense, may participate in any proceedings to challenge or appeal such findings. In the event that the assessment is charged near the end of or after the term of this Charter where no further payments are due the School, the Sponsor shall provide prompt notice to the School which shall refund the Sponsor the amount of the assessment within thirty (30) calendar days following the conclusion of any challenge or appeal which is not concluded in the School's favor. The School will be responsible for an additional fee of one percent (1%) per month on the unpaid balance after thirty (30) calendar days from the date of notice of such assessment to be incurred solely following the conclusion of any challenge or appeal which is not concluded in the School's favor. In no event shall any interest charge exceed the legal interest rate permitted by state law.

Section 5.A.5.a: **Payment Withholding**: Distributions of FTE funds may be withheld without penalty of interest, upon written notice by the Sponsor, if any of the following required documents are more than thirty (30) calendar days overdue:

i. the School's monthly or quarterly financial statements, or

ii. the School's annual financial audit.

The Sponsor shall release, in full, any funds withheld under this provision within 10 (ten) calendar days of the Sponsor's receipt of the required documents whose absence resulted in the withholding of funds.

Section 5.A.6: **Categorical Funding**: If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of the categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation, the evidence-based reading allocation, less the administrative fee permitted under Section 1002.33(20)(a), Florida Statutes. The School shall provide the Sponsor with documentation that categorical funds received by the School were expended for purposes for which the categoricals were established by the Florida Legislature. The School shall reimburse the Sponsor for any impermissible expenditure as established by State criteria, within thirty (30) calendar days of notice of such expenditures, following the conclusion of any challenge or appeal not concluded in the School's favor and a final determination that such expenditure was impermissible by the State or a court of law.

Section 5.A.7: **Federal Funding**: In any programs or services provided by the Sponsor which are funded by federal funds and for which federal funds follow the eligible student, the Sponsor agrees, upon adequate documentation that verifies student eligibility (e.g., approved free-and-reduced price meal applications) from the School, to provide the School with

equivalent federal funds per eligible student if the same level of service is provided by the School, provided that no federal law or regulation prohibits this transfer of funds.

Section 5.A.7.a: **Title I**: In accordance with applicable law including, without limitation, Section 1002.33(17), Florida Statutes, the Sponsor will always provide all federal funding for which the School is otherwise eligible, including Title 1 funding, not later than five (5) months after the School first opens or after a subsequent expansion of enrollment. Any Title I funds allocated to the School must be used to supplement core subjects for eligible students participating in the Title I program and shall be spent in accordance with federal regulations. These students will be identified utilizing the Survey 3 conducted annually during the prior fiscal year. Any capital outlay item purchased with Title I funds must be identified and labeled for Title I property audits. Any equipment purchased with Title I funds, which is classified as Capitalized Audio Visual or Equipment, remains the property of Title I, and must be identified and labeled for Title I property audits. If the School accepts Title I funds, at least one percent (1%) of the Title I funds budget must be spent in support of parental involvement activities. The School will ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards. The district and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards. The Sponsor agrees to timely notify the School of all dates and other information regarding reporting of student data, calendar of district in-service opportunities, and other dates and information pertinent to the School's compliance with this Charter.

Section 5.A.7.b: **IDEA**: The IDEA portion of the IDEA appropriation will be provided to the School.

Section 5.A.8: **Federal or Other Grants**: The Sponsor agrees to support the School in its efforts to secure grants by timely processing and submitting all documentation prepared by the School and necessary for the Schools competition for grants and other monetary awards, including but not limited to Federal Start-up Grant and Dissemination Grant. When the funding source requires that the Sponsor serve as the fiscal agent for a grant, the School shall, prior to generating any paperwork to the funding agency, notify the Sponsor in writing of its intent to submit a grant application and attach grant application guidelines. If the Sponsor develops a district-wide grant, the School may be included in the district proposal, if mutually agreed to by the School and the Sponsor. The Sponsor shall not agree to such participation unless the School specifically agrees to all terms, conditions, and requirements of the grant. If the School fails in any material respect to comply with said terms, conditions, and requirements, the School shall be solely responsible and liable for any consequences. When a charter school elects to participate in a district-wide grant prepared by the Sponsor's staff or when grant proposals are developed by district staff using student or School counts that include the students of the School, dollars and/or services distributed via grant funds will be provided to charter schools in the same manner as traditional public schools.

Section 5.A.9: **Other Funding Sources**: The Charter School may secure funding from private foundations, corporations, businesses and/or individuals.

Section 5.A.10: **Charter School Capital Outlay Funds:** Section 1013.62, Florida Statutes, provides procedures and guidance for the distribution of capital outlay funds appropriated to Florida's public charter schools. Capital Outlay (CO) plans must be submitted to the Florida Department of Education (FDOE) in the format and manner prescribed by the FDOE. The Sponsor will review and verify the information reported (uploaded) to the FDOE. The FDOE determines approval of the School's Capital Outlay Plan. A copy of the previous year's annual audited financials must be submitted to the School's Sponsor as well as any other supporting documentation, such as a copy of the school's accreditation by a regional accrediting association in order to verify that the charter school qualifies for capital outlay funds. The Sponsor distributes capital outlay funds to the charter schools within ten (10) calendar days upon receipt from the Florida Comptroller's Office.

Section 5.A.10.a: In accordance with Section 1002.33(8)(d), Florida Statutes, when a charter is not renewed or is terminated, the charter school shall be dissolved under the provisions of law under which the school was organized, and any unencumbered public funds, except for capital outlay funds and federal charter school program grant funds, from the charter school shall revert to the sponsor. Capital outlay funds provided pursuant to Section 1013.62, Florida Statutes, and federal charter school program grant funds that are unencumbered shall revert to the Department to be redistributed among eligible charter schools. In the event a charter school is dissolved or is otherwise terminated, all district school board property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the district school board, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the charter school, district school board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the charter school, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the district school board's request, until any appeal status is resolved.

Section 5.A.10.b: In accordance with Section 1002.33(8)(e), Florida Statutes, if a charter is not renewed or is terminated, the charter school is responsible for all debts of the charter school. The district may not assume the debt from any contract made between the governing body of the school and a third party, except for a debt that is previously detailed and agreed upon in writing by both the district and the governing body of the school and that may not reasonably be assumed to have been satisfied by the district.

Section 5.A.10.c: The School shall provide the Sponsor's Accounting Department with lists of any property and/or improvements purchased with CO funds that the School may subsequently propose to dispose of as surplus property. The property and/or improvements purchased by the School using CO funds shall not be sold, transferred or encumbered, other than as provided herein, or disposed of by the School without obtaining the prior written consent of the Sponsor.

Section 5.A.11: **Information:** The Sponsor shall be entitled to inspection of the School's financial and pupil records upon request and reasonable notice. The School agrees that it will submit in a timely manner to the Sponsor all information pertaining to the charter school that is necessary for Sponsor to comply with Section 1010.20, Florida Statutes.

Section 5.A.12: **General Fixed Assets and Tangible Personal Property:** The School shall comply with all the requirements set forth in Florida Statutes and in the Florida Commissioner of Education's publication entitled *Financial and Program Cost Accounting and Reporting for Florida Schools* pertaining to general fixed assets and tangible personal property.

Section 5.A.13: **Access to Inventory**: The School agrees to allow the Sponsor reasonable access and the opportunity to review the inventory of public assets and records of such inventory. The inventory records should include; at minimum, the date of purchase, description of purchase, serial number of assets, cost of asset, funding source and current location of item.

Section 5.B: **Sponsor Administrative Fee**: The administrative fee calculated by the Sponsor shall be as defined in Section 1002.33(20)(a), Florida Statutes, not including capital outlay funds, federal and state grants, or any other funds, unless explicitly provided by law. The Sponsor shall not withhold an administrative fee from federal or state grants unless explicitly authorized by law. Funds from the reimbursement of any portion of the administrative fee to the school shall be used only for capital outlay purposes as specified in Section 1013.62(2), Florida Statutes. The Sponsor shall not withhold an administrative fee from capital outlay funds unless explicitly authorized by Florida law. The Sponsor shall provide those administrative and educational services specified in Section 1002.33(20)(a), Florida Statutes, to the School at no additional fee. These services shall include contract management services, FTE and data reporting, exceptional student education administration services, services related to eligibility and reporting duties required to ensure that school lunch services under the federal lunch program, consistent with the needs of the School, are provided by the school district at the request of the School; test administration services, including payment of the costs of state-required or district required student assessments; processing of teacher certificate data services, and information services, including equal access to student information systems that are used by public schools in the district in which the charter school is located as provided in Section 1002.33(20)(a), Florida Statutes, and any other services which may be included or excluded as the statute may be amended. Access by the School to other services not required in Section 1002.33(20)(a), Florida Statutes, but available through the Sponsor, may be negotiated separately by the parties. Services requiring separately negotiated contract with Sponsor are unique to each charter and must be negotiated between the School and the Sponsor. Charges for such services under those contracts will be assessed upon reasonable notice at the following rate:

> *Hourly rate + proportional benefits of the Sponsor's personnel performing the service, times the number of actual hours beyond services that are regularly regarded as district level administrative services.*

The Sponsor will invoice the School monthly for these services. The School shall issue payment no later than thirty (30) business days after receipt of an invoice. If a warrant for payment of an invoice is not issued within thirty (30) business days after receipt by the School, the School shall pay to the Sponsor, in addition to the amount of the invoice, interest at a rate of one percent (1%) per month calculated on a daily basis but in no event greater than interest rate permissible by state law on the unpaid balance from the expiration of the thirty (30) business day period until such time

as the warrant is issued. For the purposes of this provision, a "business day" is a day other than a Saturday, Sunday, legal holiday, or day that the Sponsor's administration is closed.

Section 5.C: **Restriction on Charging Tuition**: In accordance with the provisions of Section 1002.33(9)(d), Florida Statutes, the School agrees that it shall not charge any tuition or fees to students enrolled in an FEFP funded program in any grade through Grade 12.

Section 5.D: **Allowable Student Fees**: The School further agrees that it shall not charge fees except for those fees normally charged by other public schools.

Section 5.E: **Annual Budget**: The School shall provide the Sponsor with annual preliminary and official budgets in the format prescribed by the Sponsor. The budgets must include a revenue projection sheet, a detailed budget worksheet, and a summary budget.

Section 5.E.1: **Governing Board Approval Required**: Pursuant to Section 1002.33(9)(h), Florida Statutes, the School's governing board shall annually adopt and maintain an operating budget.

Section 5.E.2: **Date to Submit Budget to Sponsor**: During each year of this Charter, the tentative budget must be submitted to the School's governing board during the preceding school year. The official approved budget is to be submitted to the Sponsor by July 15 of the preceding school year.

Section 5.E.3: **Amended Budget**: In the event that the School's governing board approves an amended budget, a copy of the amended budget shall be provided to the Sponsor within ten (10) calendar days of its approval by the School's Governing Board.

Section 5.F: **Financial Records, Reports and Monitoring**: The School shall utilize the standard state codification of accounts as contained in the most recent issue of the publication titled, *Financial and Program Cost Accounting and Reporting for Florida Schools* (the Red Book) as a means of codifying all transactions pertaining to its operations.

Section 5.F.1: **Access to Financial Records:** Upon reasonable request, the School will provide access to inspect and copy any and all financial records and supporting documentation including, but not limited to, the following items: monthly financial reports, cash receipts journals, cash disbursement journals, bank reconciliations, payroll records, general ledger account summaries and adjusting journal entries.

Section 5.F.2: **Fiscal Monitoring**: The parties agree that the Sponsor, upon a ten (10) business day notice, may make reasonable requests and the School shall provide, documents, including releases, on the School's financial operations beyond the monthly reports required by this Charter. Such reports shall be in addition to those required elsewhere in this Charter and be signed and approved by the chair of the School's governing board.

Section 5.G: **Maintenance of Funds**: Federal, state, and local funds shall be maintained by the School according to existing federal and state mandates and practices including, without limitation, any FEFP Guidelines pursuant to Section 1011.62, Florida Statutes. Separate

funds and bank accounts shall be maintained where required for federal funds and state and local funds.

Section 5.H: **Monthly Financial Reports**: Pursuant to Section 1002.33, Florida Statutes, the School shall provide monthly, or quarterly if a high-performing charter school pursuant to Section 1002.331, Florida Statutes, financial reports to the Sponsor in the format as prescribed by Rule 6A-1.0081, Florida Administrative Code, to be delivered to the Sponsor no later than the 25th day of the following month. Section 1002.33, Florida Statutes, requires the Sponsor to monitor the progress of the School towards meeting the goals established in the Charter and to monitor the revenues and expenditures of the School. The Sponsor shall not impose additional reporting requirements of the School in excess of those required by Section 1002.33, Florida Statutes, as long as the School has not been identified as having a deteriorating financial condition or financial emergency pursuant to Section 1002.345.The financial statement shall be in a form prescribed by the Department of Education. The monthly financial statements shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) in the same manner as the School's annual financial reports and presented along with the function/object dimensions prescribed in the FDOE publication titled, *Financial and Program Cost Accounting and Reporting for Florida Schools* (the Red Book.) At the discretion of the charter school's governing board, a charter school may elect to follow generally accepted accounting standards for not-for-profit organizations. The reports shall include a Balance Sheet, Statement of Revenue, Expenditures and Fund Balance, and Budget to Actual Report. The financial reports shall specifically include, but not be limited to, an accounting of all public funds received, and an inventory of the School's property purchased with such public funds as required by Sections 1002.33(9)(g), 274.02(1), and Florida Administrative Code Rule 69I-73.002, or successor statutes and rules. These monthly financial reports shall be cumulative. The statements shall have individual designations for each fund, including:

Section 5.H.1: assets, liabilities, and fund balances for each fund type;

Section 5.H.2: the budget as approved by the School's Governing Board;

Section 5.H.3: revenues and expenditures, year-to-date, vs. budget; and

Section 5.H.4: budget to actual report.

Section 5.I: **Monthly Financial Data**: The School shall implement monthly reconciliation procedures of all bank accounts. A copy of each entire bank statement, copy of cancelled checks, detailed general ledger cash accounts and supporting documentation shall be available to the Sponsor for audit review, upon request.

Section 5.I.1: **High Performing Schools:** The School shall provide a monthly financial statement to the Sponsor unless the School is designated as a high-performing charter school pursuant to Section 1002.331, Florida Statutes, in which case the high-performing charter school may provide a quarterly financial statement.

Section 5.J: **Quarterly Financial Reports:** High-performing charter schools shall submit quarterly financial reports as provided by Florida law. For purposes of this section the quarterly reporting periods will be July/August/September; October/November/December; January/February/March; and April/May/June. The quarterly reports will be delivered to the Sponsor no later than the 25th day of the following month in accordance with the accounts and codes prescribed in the most recent issuance of the publication titled "Financial and Program Cost Accounting and Reporting for Florida Schools"; or at the discretion of the School's governing board, the School may elect to follow generally accepted accounting standards for not-for-profit organizations, but must reformat this information for reporting according to Section 1002.33(9)(g)1, Florida Statutes, using the format prescribed by the Sponsor.

Section 5.K: **Evidence of Start-Up Funding**: Except for instances in which an existing Charter is renewed, the School provide to the Sponsor evidence of sufficient funds for start-up costs no later than ninety (90) calendar days prior to the start of the initial school year to assure prompt payment of operating expenses associated with the opening of the School including, but not limited to, the amount of any lease payments, teacher and other staff salaries and benefits, transportation costs, etc., for the beginning of the initial school year.

Section 5.L: **Property Inventories:** Pursuant to Rule 69I-73.002, Florida Administrative Code, the School will submit twice a year to the Sponsor a cumulative listing of all property valued over one thousand dollars ($1,000) purchased with public funds (i.e., FEFP, grant and any other public-generated funds) and private funds. The report should clearly indicate what items were purchased with public funds and which ones with private funds. Rule 69I-72, Florida Administrative Code, requires the custodian of public funds to ensure a complete physical inventory of all property. The School should maintain a subsidiary ledger of property purchased with public funds as outlined in Rule 69I-72.003, Florida Administrative Code, and have it available for review by the Sponsor. For the purpose of this section, the reporting periods will be December and June or upon written request of the Sponsor, with reasonable, mutually agreed upon notice for changing the reporting period.

Section 5.L1: The inventory report should follow the outline contained in Rule 69I-72.003, F.A.C., and must include, but not limited to:

(a) Identification number;

(b) Description of item or items;

(c) Physical location (the city, county, address or building name and room number therein);

(d) Name of custodian or custodian's delegate with assigned responsibility for the item;

(e) Class Code;

(f) In the case of a property group, the number and description of the component items comprising the group;

(g) Name, make or manufacturer, if applicable;

(h) Year and/or model(s), if applicable;

(i) Manufacturer's serial number(s), if any; and if an automobile, vehicle identification number (VIN) and title certificate number, if applicable;

(j) Date acquired; and

(k) Cost or value at the date of acquisition for the item or the identified component parts thereof.

Section 5.M: **Program Cost Report**: The School shall deliver to the Sponsor the School's Annual Program Cost Report for Charter Schools in the format as prescribed by the FDOE no later than the last business day in July of each year.

Section 5.N: **Annual Financial Audit**: At the School's sole expense, an annual audit of the School shall be conducted by a qualified, independent certified public accountant licensed to practice public accounting in the State of Florida and selected pursuant to the provisions and through the process of Section 218.391, Florida Statutes, and approved by the School's governing board, which approval shall not be unreasonably withheld, and shall be paid for by the School. The annual audits shall be performed in accordance with Generally Accepted Auditing Standards; Government Auditing Standards, issued by the Comptroller General of the United States; and the Rules of the Auditor General, State of Florida. The annual audit shall be conducted in a manner similar to that required of the Sponsor's school district by Section 218.39, Florida Statutes, in compliance with federal, state and school district regulations showing all revenues received from all sources and all direct expenditures for services rendered and shall be provided to the Sponsor by no later than September 30 of each year of the term of this Charter. The School's independently audited financial statements shall be included in this annual audit report. The annual audit reports shall be a complete presentation in accordance with generally accepted accounting principles including Management, Discussion and Analysis (MD&A). MD&A may be omitted from the audit with the consent of the Sponsor. The School shall ensure that the annual audit reports are in compliance with Chapters 10.800 and 10.850, Rules of the Auditor General, as applicable. The independent financial auditor shall report on the expenditure of the categorical funds. The School must comply with all provisions related to the submission of its audit report to the Auditor General including the response/rebuttal and corrective actions.

Section 5.N.1: **Annual Financial Audit: Distribution of Copies**: The findings shall first be reported by the auditor to the principal or administrator of the School and all persons serving on the School's governing board during an exit interview conducted within seven (7) business days of the conclusion of the audit or in such reasonable time thereafter as a meeting of the School's governing board may be scheduled for such purpose. Within fourteen (14) business days of the exit interview, the auditor shall provide a final report to the School's entire Governing Board, the Sponsor, and the FDOE. If the audited financial statements reflect a deficit financial position, the auditor is required to notify the School's governing board, the Sponsor, and the Department of Education of such circumstances. The School shall ensure timely submission of its annual audit report to the Auditor General, pursuant to Section 218.39(1) and (8), Florida

Statutes. For the purposes of this provision, a "business day" is a day other than a Saturday, Sunday, legal holiday, or day that the Sponsor's administration is closed. The auditor's failure to act timely shall not be cause for default or termination of this Charter.

Section 5.N.2: **Additional Audits Required by Sponsor**: The Sponsor reserves the right to perform additional audits at Sponsor's expense as part of the Sponsor's financial monitoring responsibilities as it deems necessary and appropriate pursuant to Section 1002.33(5)(b), Florida Statutes. The Sponsor has the right to review upon request all documentation pertaining to children with disabilities at the School.

Section 5.N.3: **Audited Financial Statements**: During each year of the term of this Charter, the School agrees to provide the Sponsor with the School's audited financial statements for the year ending June 30. The audited financial statements shall be prepared in the format required by Governmental Accounting Standards Board Statement No. 34 Basic Financial Statements and Management's Discussion & Analysis for State and Local Governments and presented in the Sponsor's Annual Comprehensive Financial Report (ACFR). The ACFR format should be provided no later than September 30 of each year. The annual audited financial reports shall include a complete set of financial statements, management's discussion & analysis, and notes thereto prepared in accordance with Generally Accepted Accounting Principles accepted in the United States of America and a management letter resulting from the financial statement audit. The audited financial statements and related management letter shall be provided no later than September 30 of each year. Municipal charters shall submit the annual audits no later than December 31 of each year.

Section 5.N.4: **Unaudited Financial Statements:** During each year of the term of this Charter, the School agrees to provide the Sponsor with the School's unaudited financial statements for the year ending June 30. The unaudited financial statements will be presented in the Sponsor's Annual Comprehensive Financial Report (ACFR). The ACFR format should be provided by the Sponsor no later than June 1 of each year. The unaudited financial reports should be prepared in accordance with Generally Accepted Accounting Principles. The unaudited financial statements shall be provided to the Sponsor no later than August 15 of each year.

Section 5.O: **School's Fiscal Year**: The School's fiscal year shall be the same as that of the Sponsor during the term of this Charter and shall commence on July 1 and conclude on June 30.

Section 5.P: **State of Financial Emergency:** Financial audits that reveal a state of financial emergency as defined in Section 218.503, Florida Statutes, and are conducted by a certified public accountant or auditor in accordance with Section 218.39, Florida Statutes, shall be provided to the Governing Body of the School within seven (7) business days after finding that a state of financial emergency exists. The School shall comply with the requirements of Section 218.501, Florida Statutes, regarding fiscal responsibility. The School's auditor shall report such findings in the form of an exit interview to the Chief Administrator/Principal of the School, and the Chair of the Governing Board, the Sponsor's Office of the Chief Auditor, and the Sponsor's Charter Schools Management/Support Department within seven (7) business days after finding the

state of financial emergency or deficit position, or as soon thereafter as a meeting shall be scheduled for such purpose. Pursuant to Section 218.503, Florida Statutes, the final report shall be provided to the entire Governing Board, the Sponsor and the Department of Education within fourteen (14) business days after the exit interview. For the purposes of this provision, a "business day" is a day other than a Saturday, Sunday, legal holiday, or day that the Sponsor's administration is closed.

Section 5.P.1: **Financial Recovery Plans**: If the School is notified by the Commissioner of Education that a Financial Recovery Plan is required, the School must comply with applicable Florida Statutes and regulations governing Financial Recovery Plans, as amended from time to time, and will submit a detailed Financial Recovery Plan with the Sponsor and the Commissioner of Education within thirty (30) calendar days after receipt of such notice. Failure to timely submit a Financial Recovery Plan within a reasonable time following a finding of financial emergency constitutes good cause to terminate this Charter. The Financial Recovery Plan submitted by the School to the Sponsor and the Commissioner of Education in response to a finding of financial emergency pursuant to Section 218.503, Florida Statutes, must address the specific audit findings and must also show how the School will meet its current and future obligations and be a financially viable entity within the time period specified in the approved Financial Recovery Plan. Each financial recovery plan will be prepared in accordance with guidelines established by the FDOE and shall prescribe actions that will resolve or prevent the condition(s) that constitute a financial emergency. The Financial Recovery Plan must specify dollar amounts or cost cuts, cost avoidance, and/or realistic revenue projections that will allow the School to correct the condition(s) that caused the School to be found in a state of financial emergency. The Financial Recovery Plan must include appropriate supporting documentation. The Financial Recovery Plan will be subject to review and oversight. The Commissioner of Education may require and approve a Financial Recovery Plan pursuant to Section 218.503, Florida Statutes. In such instances, the School shall be responsible for implementing any Financial Recovery Plan. In the event of a finding of financial emergency and submission of an acceptable Financial Recovery Plan pursuant to Section 218.503, Florida Statutes, the School shall provide periodic financial reports to the School's governing board, the Sponsor, and the Commissioner of Education in a format sufficient to monitor progress toward achieving the Financial Recovery Plan. Failure to provide such periodic progress reports may constitute good cause for termination of this Charter. The Sponsor may choose to non-renew or terminate this Charter if the School fails to correct the deficiencies in a Financial Recovery Plan within one (1) year or if the School exhibits one (1) or more financial emergency conditions for two (2) consecutive years. If any Financial Recovery Plan submitted by the School is not properly implemented, subsequent to notice and an opportunity to cure, such improper implementation or failure to comply with the terms of the Financial Recovery Plan as determined by the Commissioner of Education shall be a material violation of this Charter and constitute good cause for its termination by the Sponsor.

Section 5.Q: **Deteriorating Financial Condition**: In the event the School is identified as having a deteriorating financial condition as defined by Section 1002.345, Florida Statutes, and the rules adopted by the State Board of Education, the Sponsor shall conduct an expedited review of the School. The School and the Sponsor shall develop and file a Corrective Action Plan with the Florida Commissioner of Education in accordance with Section 1002.345, Florida Statutes.

Section 5.Q.1: **Corrective Action Plans**: The School's governing body of the School shall be responsible for performing the duties in Section 1002.345, Florida Statutes, including implementation of a Corrective Action Plan (CAP). The School and Sponsor shall work collaboratively to develop a CAP in accordance with Section 1002.345, Florida Statutes, and Section 6A-1.0081, Florida Administrative Code. If the School and Sponsor cannot agree on a CAP, then each will submit their own proposed CAP to the Commissioner of Education. The School and Sponsor's Financial Recovery Committee will conduct meetings on an as needed basis as determined by the Sponsor to monitor progress upon any Corrective Action Plan. The Sponsor may choose to non-renew or terminate this Charter if the School fails to correct the deficiencies in a Corrective Action Plan within one (1) year.

Section 5.R: **Financial Management of School**: The School shall conduct fiscal management of its operations in accordance with the School's governing laws and rules, the provisions of this Charter, and all applicable federal, state and local policies.

Section 5.S: **Description of Internal Audit Procedures**: The School shall implement the internal audit procedures described in the School's governing laws and rules, the provisions of this Charter, and all applicable Sections of the School's approved Application **(Appendix 1).**

Section 5.T: **Other Government Reports**: The School shall provide the Sponsor with copies of all reports required to be filed with the Government of the United States and the State of Florida no later than one month after the due dates for such reports. Such reports shall include, but are not limited to, all payroll tax returns, and any required filing related to the School's nonprofit status.

ARTICLE 6: FACILITIES

Section 6.A: **Facility Notification and Inspection**: The School shall comply with the provisions of this section governing facility notification and inspection.

Section 6.A.1: **Facility Location**: The School is located at 2550 South Flamingo Road, Davie, Florida 33325.

Section 6.A.2: **District Inspection of Facility**: The School will be responsible for providing or hiring companies to perform inspections as required and forwarding results to the Sponsor. All facilities, including leased facilities, must be inspected annually by the local Fire Authority having jurisdiction. Upon reasonable notice, the Sponsor shall conduct periodic site visits for the purpose of reviewing and documenting, as appropriate, compliance with applicable health and safety requirements. Other inspection agencies may include, without limitation: Broward County Health Department to do inspections of the kitchens and related spaces; the Department of Labor and Employment to inspect for OSHA compliance. The School must show proof of the annual inspections at least ten (10) business days prior to the first day of each year of operation. For the purposes of this provision, a "business day" is a day other than a Saturday, Sunday, legal holiday, or day that the Sponsor's administration is closed.

Section 6.B: **Compliance with Building and Zoning Requirements**: The School shall comply with all applicable laws, ordinances, and codes of federal, state, and local governance, including the IDEA, the ADA, and Section 504 of the Rehabilitation Act. The School shall obtain all necessary licenses, permits, zoning, use approval, facility certification, and other approvals required for use and continued occupancy of the facility as required by the local government or other governmental agencies, and copies shall be provided to the Sponsor.

Section 6.B.1: **Florida Building Code**: The School agrees to use facilities that comply with the Florida Building Code, as it pertains to charter schools, or with applicable state minimum building codes pursuant to Chapter 553, Florida Statutes, as each are applicable to charter schools, except for the requirements of the State Requirements for Educational Facilities (SREF).

Section 6.B.2: **Florida Fire Prevention Code**: The School agrees to use facilities that comply with the state minimum fire protection codes pursuant to Section 633.025, Florida Statutes, as adopted by the authority in whose jurisdiction the facility is located, including reference documents, applicable state and federal laws and rules.

Section 6.B.3: **Capacity of Facility**: At no time will the enrollment exceed the number of students approved in this Charter, the School's Application **(Appendix 1)** or permitted by zoning capacity and all applicable laws and regulations. The School shall not be entitled to monthly payments for students in excess of the School's valid facility capacity as determined by the School's Certificate of Occupancy, Certificate of Use or Fire Permit (whichever is less). Payments may be withheld if the School's Certificate of Occupancy, Certificate of Use or Fire Permit has expired or has otherwise become invalid until such defect has been cured. In the event that the required county and/or municipality facility permits do not indicate a facility's capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.

Section 6.C: **Location**: The School agrees to provide the Sponsor with documentation regarding the School's property interest (owner or lessor) in the property and facility where the School will operate. If the School does not own the property and facility, the School must show proof of a signed lease before the initial opening day of class. For leased properties, the School shall obtain from the landlord, and provide to the Sponsor, an affidavit indicating the method by which the landlord is complying with the requirements of Section 196.1983, Florida Statutes, regarding charter school exemption from ad valorem taxes. Lessor and Lessee shall provide the Sponsor with a disclosure affidavit in accordance with Section 286.23, Florida Statutes.

Section 6.C.1: **Temporary Facility**: The School may only use a temporary facility when the facilities approved within this agreement are temporarily not suitable for student use under all applicable laws, ordinances, and codes of federal, state, and local governance. Approved use of a temporary facility for a period of more than sixty (60) calendar days will require the amendment of this Charter by the parties.

Section 6.C.2: **Relocation**: The School shall notify the Sponsor in writing no less than ninety (90) days prior to any relocation. Any such relocation must be mutually agreed upon by both parties through the amendment of this Charter.

Section 6.C.3: **Additional Campuses**: The development by the School of additional campuses shall not be permitted under this Agreement. In the event that the School desires to construct and develop any additional campuses, the School shall be required to apply for and obtain a separate charter from Sponsor for each such new campus.

Section 6.C.4: **Shared Use of a Facility with Other Entities**: The School is co-located with Atlantic Montessori Charter School (5029) and Atlantic Montessori Charter School – West Campus (5164). The School shall disclose to the Sponsor the identity of any entity with whom it will share the facility or space or share any temporary facility during the term of this Charter. The School shall disclose the names of the co-located entities to the parents of all students enrolled in the school annually in writing and will place the names of the other entities on its state mandated website.

Section 6.C.4.a: **Entity Disclosure:** The School shall enroll all eligible students in accordance with Section 1002.33(10), Florida Statutes. The School's enrollment, when combined with the enrollment of other co-located school(s), may not exceed the building capacity established by the applicable certificate of occupancy. If the combined enrollment of the co-located schools should exceed the building capacity established by the applicable certificate of occupancy, Sponsor may terminate the charter school agreement of each of the co-located schools for good cause.

Section 6.D: **Prohibition to Affix Religious or Partisan Political Symbols, Statues, Artifacts on or About the Facility**: The School agrees not to affix any religious or partisan political symbols, statues, artifacts, etc., on or about the property and facilities where the School will operate.

Section 6.E: **Additions, Changes & Renovations:** The School must provide notice to the Sponsor of any proposed material additions, changes and renovations to be made to the educational facilities described in the original proposal. Such additional changes or renovated facilities may not be utilized for student activities until the Sponsor is provided copies of certificates of occupancy issued for such facilities and [if applicable] written approval obtained from the Broward County Traffic Engineering Department as to traffic control and pedestrian travel associated with said facilities. A "material addition, change or renovation" is defined as any improvement to real property that alters the square footage of the educational facility.

Section 6.F: **Disaster Preparedness Plan**: The School shall adopt the Sponsor's Disaster Preparedness Plan or submit the School's plan to the Sponsor for approval.

ARTICLE 7: TRANSPORTATION

Section 7.A: **Provision of Transportation by the School**: Transportation of charter school students shall be provided by the charter school consistent with the requirements of subpart I.E., of Chapter 1006, and Section 1012.45, Florida Statutes. The governing body of the charter school may provide transportation through an agreement or contract with the district school board, a private provider, or parents. The charter school and the sponsor shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance of the School. Any brochure, flyers or other multi-media and telecommunications information furnished/published by the School shall communicate that the School will provide transportation and the manner in which it will be made available to the School's students. The School acknowledges that the McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11431, et. seq.) requires that each child of a homeless individual and each homeless youth be afforded equal access to the same free, appropriate public education as provided to other children and youths. At the request of the parent or guardian, the School will provide transportation for a homeless student. The School shall provide transportation for students with disabilities enrolled in the School if required by the student's IEP. The rate of reimbursement to the School by the Sponsor for transportation will be equivalent to the reimbursement rate provided by the State of Florida for all eligible transported students.

Section 7.B: **Cooperation between Sponsor and School**: The School agrees that transportation shall not be a barrier to equal access for any student residing within a reasonable distance of the School as determined by the School's transportation plan. The School may contract with the Sponsor for student transportation services or with a private provider of transportation services or with parents as provided in Section 1002.33(20)(c), Florida Statutes. If the School contracts with a private transportation firm, the School will provide the Sponsor the name of such firm as part of the School's final transportation plan.

Section 7.C: **Reasonable Distance**: The School shall be responsible for transporting all students in a non-discriminatory manner to and from the School who reside two or more miles from the School and are within a reasonable distance of the School, or who are otherwise entitled to transportation by law. The term "reasonable distance" shall mean more than 2 and less than 4 miles.

Section 7.D: **Transportation Safety Compliance**: The School shall demonstrate compliance with all applicable transportation safety requirements. Unless it contracts with the Sponsor for the provision of student transportation, the School is required to ensure that each school bus transporting the School's students meets applicable federal motor vehicle safety standards and other specifications. The School agrees to monitor the status of the commercial driver's licenses of each school bus driver employed or hired by the School (hereafter "School Bus Drivers") unless it contracts with Sponsor to provide such services. The School will provide the Sponsor's Charter Schools Management/Support Department, an updated list each quarter of all School Bus Drivers providing commercial driver's license numbers, current license status and license expiration dates.

Section 7.E: **Failure to Comply:** Failure to materially comply with any local, state or federal rule or regulation concerning school transportation after notice and reasonable opportunity to cure, may constitute good cause for termination of this Charter School Agreement.

Furthermore, the School shall promptly reimburse the Sponsor for any penalties incurred by the Sponsor as a result of the School's non-compliance. If the School submits data relevant to FTE funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State arising as a result of any errors or omissions for which the School is responsible. Upon receipt of notice from the State of such inaccuracy, the Sponsor shall promptly send notice to the School of alleged errors discovered through such audit(s) so that the School on its own, or through the Sponsor, at the School's expense, may participate in any proceedings to challenge or appeal such audit findings. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same. Such adjustments shall not exceed the fiscal year.

ARTICLE 8: INSURANCE & INDEMNIFICATION

Section 8.A: **Indemnification of Sponsor by School**: Nothing contained in this Charter is intended to serve as a waiver of sovereign immunity of any rights or limits to liability provided by Section 768.28, Florida Statutes. To the extent permitted by law under Section 768.28, Florida Statutes, the School agrees to indemnify and hold harmless the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from:

Section 8.A.1: the negligence, intentional wrongful act, misconduct or culpability of the School or of the School's employees or other agents in connection with and arising out of their services within the scope of this Charter;

Section 8.A.2: the School's material breach of this Charter or applicable federal or state law;

Section 8.A.3: any failure by the School to pay its employees, contractors, suppliers, subcontractors, or any other creditors;

Section 8.A.4: any failure by School to correct deficiencies found in casualty, safety, sanitation and fire safety inspections;

Section 8.A.5: the failure of the School's officers, directors or employees to comply with any laws, statutes, ordinances or regulations of any governmental authority or subdivision that apply to the operation of the School or the providing of educational services set forth in this Charter. However, the School shall not be obligated to indemnify the Sponsor against claims, damages, expenses or liabilities to the extent these may result from the negligence of the Sponsor, its members, officers, employees, subcontractors or others acting on its behalf;

Section 8.A.6: any professional errors or omissions, or claims of errors or omissions, by the School employees, agents, or by the School's governing board;

Section 8.A.7: any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School; or

Section 8.A.8: any penalties incurred by the Sponsor as a result of the School's noncompliance with Article 7 or reimbursements to the State arising as a result of any errors or omissions in data relevant to FTE funding for which the School is responsible;

Section 8.A.9: However, the School shall not be obligated to indemnify the Sponsor against claims, damages, expenses or liabilities to the extent these may result from the negligence of the Sponsor, its directors, officers, employees, subcontractors, or others acting on its behalf other than the School, its directors, officers, employees, subcontractors and suppliers.

Section 8.B: **Defense of Claims against the Sponsor**: The School agrees to defend any and all such action using competent counsel, selected by the School, subject to Sponsor's approval, which shall not be unreasonably withheld.

Section 8.C: **Indemnity for Professional Liability**: The School's duty to indemnify the Sponsor for professional liability as insured by the School Leaders Errors and Omissions policy described in this Charter shall continue in full force and effect notwithstanding the expiration, non-renewal or early termination of this Charter with respect to any claims based on facts or conditions which occurred prior to termination. The School's Errors and Omissions limitation on post-termination claims of professional liability shall not impair the Sponsor's claims to indemnification with respect to a claim for which the School is insured or for which the School should have been insured under Commercial General Liability Insurance, Automobile Liability Insurance or Employer's Liability Insurance.

Section 8.D: **Indemnity for Certain Specified Claims**: The School shall also indemnify, defend and protect and hold the Sponsor harmless against all claims and actions brought against the Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, software, machine or appliance used by the School, any failure of School to comply with provisions of the Individuals with Disabilities Education Act (IDEA), including failure to provide a Free Appropriate Public Education (FAPE) to an enrolled student or failure to furnish services provided for in a student's individual education plan, and any violation by School of the state's public records or open meetings laws.

Section 8.E: **Indemnification of School by Sponsor**: Nothing contained in this Charter is intended to serve as a waiver of sovereign immunity of any rights or limits to liability provided by Section 768.28, Florida Statutes. To the extent permitted by law under Section 768.28, Florida Statutes, the Sponsor agrees to indemnify, defend and hold the School, its members, officers, employees and agents harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from:

Section 8.E.1: the negligence, intentional wrongful act, misconduct or culpability of the Sponsor or of the Sponsor's employees or other agents in connection with and arising out of their services within the scope of this Charter;

Section 8.E.2: the Sponsor's material breach of this Charter or applicable federal or state law;

Section 8.E.3: any failure by the Sponsor to pay its suppliers or any subcontractors;

Section 8.E.4: the failure of the Sponsor's officers, directors or employees to comply with any laws, statutes, ordinances or regulations of any governmental authority or subdivision that apply to the operation of the School or the providing of educational services set forth in this Charter. However, the Sponsor shall not be obligated to indemnify the School against claims, damages, expenses or liabilities to the extent these may result from the negligence of the School, the School's governing board members, officers, employees, subcontractors or others acting on the School's behalf; or

Section 8.E.5: any professional errors or omissions, or claims of errors or omissions, by the Sponsor's employees, agents, or School Board Members.

Section 8.F: **Defense of Claims against the School**: The Sponsor agrees to defend any and all such action using competent counsel, selected by the Sponsor, subject to School's approval, which shall not be unreasonably withheld.

Section 8.G: **Notice of Claims**: The School and the Sponsor shall notify each other of the existence of any third party claim, demand or other action giving rise to a claim for indemnification under this Charter (a Third Party Claim) and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that if the School or Sponsor shall fail to undertake or to so defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the Third Party Claim for the account and at the risk and expense of the School or Sponsor, which they agree to assume. The School and Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a Third-Party Claim.

Section 8.H: **Sovereign Immunity**: Notwithstanding anything herein to the contrary, neither party waives any of its sovereign immunity, and any obligation of one party to indemnify, defend or hold harmless the other party as stated above shall extend only to the limits, if any, permitted by Florida law, and shall be subject to the monetary limitations established by Section 768.28, Florida Statutes. Nothing herein shall be deemed to be a waiver of rights or limits to liability existing under Section 768.28, Florida Statutes.

Section 8.I: **Acceptable Insurers**: Insurers providing the insurance required of the School by this Charter must meet the following minimum requirements:

Section 8.I.1: Be authorized by certificates of authority from the Department of Insurance of the State of Florida, an eligible surplus lines insurer under Florida Statutes, or be an authorized insurance trust as approved by the Florida Office of Insurance Regulation with acceptable financials as defined in Section 163.01, Florida Statutes. In addition, the insurer, or in the case of an authorized insurance trust, the re-insurer, must have a Best's Rating of "A-" or better and a Financial Size Category of "VI" or better according to the latest edition of

Best's Key Rating Guide, published by A.M. Best Company, within the last thirty (30) calendar days of certificate issuance; and

Section 8.I.2: If, during the period when an insurer is providing insurance required by this Charter, an insurer shall fail to comply with the foregoing minimum requirements, the School shall, as soon as it has knowledge of any such failure, immediately notify the Sponsor and immediately replace the insurance with new insurance from an insurer meeting the requirements. Such replacement insurance coverage must be obtained within twenty (20) calendar days of cancellation or lapse of coverage.

Section 8.J: **Commercial and General Liability Insurance**: The School shall, at its sole expense, procure, maintain and keep in force Commercial General Liability Insurance which shall conform to the following requirements:

Section 8.J.1: **Liabilities Covered:** The School's Commercial General Liability Insurance shall cover the School for those sources of liability (including, but not limited to, coverage for Premises Operations, Products/Completed Operations, Contractors, and Contractual Liability) which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office.

Section 8.J.2: **Minimum Limits:** The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million Dollars ($1,000,000) per occurrence/Two Million Dollars ($2,000,000) annual aggregate.

Section 8.J.3: **Deductible/Retention:** Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention unless the School is governed by a municipality. The coverage for Property Damage Liability may be subject to a maximum deductible or self-insured retention of One Thousand Dollars ($1,000) per occurrence. If the School is governed by a municipality, then Sponsor's Risk Management Department can elect to accept program deductibles/Self-Insured Retentions. The municipality governing this school will be responsible for any outstanding deductibles/Self-Insured Retentions if the School is unable to meet its financial obligations.

Section 8.J.4: **Occurrence/Claims:** Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims-made basis, the School shall maintain without interruption the Liability Insurance until four (4) years after termination of this Charter.

Section 8.J.5: **Additional Insureds:** The School shall include the Sponsor and its members, officers, employees and agents as "Additional Insureds" on the required Liability Insurance. The coverage afforded for such Additional Insureds shall be no more restrictive than that which would be afforded by adding the Sponsor as Additional Insureds using the latest Additional Insured – Owners, Lessees or Contractors (Form B) Endorsement (ISO Form

CG 20 10). The certificate of insurance shall be clearly marked to reflect "The Sponsor, its members, officers, employees and agents as Additional Insureds (ISO Form CG 20 10)".

Section 8.K: **Automobile Liability Insurance**: The School shall, at its sole expense, procure, maintain and keep in force Automobile Liability Insurance which shall conform to the following requirements:

Section 8.K.1: **Liabilities covered:** The School's insurance shall cover the School for Automobile Liability which would be no less restrictive than the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 001), which includes coverage for Contractual Liability, as filed for Sponsor in the State of Florida by the Insurance Services Office. Coverage shall be included on all Owned, Non-Owned and Hired automobiles, buses and other vehicles used in connection with this Charter. In the event the School does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the School indicating the following:

> *The School does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, the School agrees to provide proof of "Owned Auto" coverage effective date of acquisition.*

If School is governed by a municipality, then Sponsor's Risk Management Department can elect to accept program deductibles/Self-Insured Retentions as long as the Sponsor receives prior written notice from the municipality that the municipality will be responsible for any loss payments within the deductible/Self-Insured Retentions. The municipality governing the School will be responsible for any outstanding deductibles/Self-Insured Retentions if the School is unable to meet its financial obligations.

Section 8.K.2: **Occurrence/Claims:** Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims-made basis, the School shall maintain, without interruption, the Automobile Liability Insurance until four (4) years after termination of this Charter.

Section 8.K.3: **Minimum Limits:** The minimum limits to be maintained by the School (inclusive of any amount provided by an umbrella or excess policy) shall be One Million Dollars ($1,000,000) per occurrence, and if subject to an annual aggregate, Three Million Dollars ($3,000,000) annual aggregate.

Section 8.K.4: **Coverage Form:** Such coverage shall not be any less restrictive than the standards ISO Business Auto Policy CA 00 01.

Section 8.L: **Workers Compensation/Employer's Liability**: The School shall, at its sole expense, provide, maintain and keep in force Workers' Compensation and Employer's Liability Insurance which shall conform to the following requirements:

Section 8.L.1: **Coverages:** The School's insurance shall cover the School (and to the extent its subcontractors and its sub-subcontractors) for those sources of liability which would be covered by the latest edition of the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal and state law.

Section 8.L.2: **Minimum Limits:** Subject to the restrictions found in the standard Workers Compensation Policy, there shall be no maximum limit on the amount of coverage for statutory liability imposed by the Florida Workers' Compensation Act or any coverage customarily insured under Part One of the Standards Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two – Employer's Liability of the Standard Workers' Compensation Policy (inclusive of any amounts provided by any umbrella or excess policy) shall be One Million Dollars ($1,000,000) per occurrence, and if subject to an annual aggregate, Two Million Dollars ($2,000,000) annual aggregate. If the School is governed by a municipality, then Sponsor's Risk Management Department can elect to accept program deductibles/Self-Insured Retentions as long as the Sponsor receives prior written notice from the municipality that the municipality will be responsible for any loss payments within the deductible/Self-Insured Retentions. The municipality governing this school will be responsible for any outstanding deductibles/Self-Insured Retentions if the School is unable to meet its financial obligations. Otherwise, coverage is required to be first dollar with no deductible. In the event that the School leases employees, it shall provide certified proof that the corporation from which it leases service maintains appropriate Workers' Compensation coverage. In addition, we will require a signed Workers Compensation affidavit by the School.

Section 8.M: **School Leader's Errors and Omissions Insurance**: Subject to reasonable commercial availability, the School shall, at its sole expense, procure, maintain and keep in force the School Leader's Errors and Omissions Liability Insurance which shall conform to the following requirements:

Section 8.M.1: **Form of Coverage:** The School Leader's Errors and Omissions Liability Insurance maintained by the School shall be on a form acceptable to the Sponsor and shall cover the School for those sources of liability typically insured by School Leader's Errors & Omissions Insurance for claims arising out of the rendering of or failure to render professional services in the performance of this Charter, including all provisions of indemnification which are part of this Charter.

Section 8.M.2: **Coverage Limits:** The insurance shall be subject to a maximum deductible not to exceed Twenty-Five Thousand Dollars ($25,000) per claim and the School shall be held responsible for any loss payments within the deductible. The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million Dollars ($1,000,000) per claim/annual aggregate.

Section 8.M.3: **Occurrence/Claims:** Subject to reasonable commercial availability, coverage shall be on a claims-made basis, the School shall maintain,

without interruption, the Errors and Omissions Insurance until four (4) years after termination or non-renewal of this Contract.

Section 8.N: **Employees Dishonesty/Crime Insurance or Fidelity Bond:** The School shall purchase Employees Dishonesty /Crime Insurance for all governing board members and employees including Faithful Performance coverage for the School's administrators/principal and governing board with an insurance carrier authorized to do business in the State of Florida and shall be in the amount of no less than One Million Dollars ($1,000,000) per occurrence/claim. In lieu of Employee Dishonesty /Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.

Section 8.O: **Property Insurance**: The School agrees to obtain and maintain hazard insurance coverage for its own buildings and contents and agrees to provide proof of such insurance and its renewals to the Sponsor. The School agrees to insure any real property that it owns or leases at replacement cost coverage based on current total insured values. School's property insurance must include Hurricane and Windstorm coverage for real property. The deductible shall not be greater than five percent (5%) of the Total Insured Value (TIV). If the School is governed by a municipality, the Sponsor's Risk Management Department can elect to accept program deductibles/Self-Insured Retentions as long as the Sponsor receives prior written notice from the municipality that the municipality will be responsible for any loss payments within the deductible/SIR.

Section 8.P: **Applicable to Other Coverages**: The following provisions are applicable to all insurance coverages required under this Charter:

Section 8.P.1: **Other Coverages:** The insurance required under this contract shall be endorsed to be primary of all other valid and collectable coverages maintained by the Sponsor and indicated on such Certificate of Insurance. Any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees or agents shall be in excess of the insurance provided by or on behalf of the School.

Section 8.P.2: **Deductibles/Retention:** Except as otherwise specified in this Charter, the insurance maintained by the School shall apply on a first dollar basis without application of a deductible or self-insurance retention. If the School is governed by a municipality, then Sponsor's Risk Management Department can elect to accept program deductibles/Self-Insured Retentions as long as the Sponsor receives prior written notice from the municipality that the municipality will be responsible for any loss payments within the deductible/SIR. The municipality governing this charter school will be responsible for any outstanding deductibles/SIR if the School is unable to meet its financial obligations.

Section 8.P.3: **Liability and Remedies:** Compliance with the insurance requirements of this Charter shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees or agents by the insurance shall be in addition to and not in lieu of any other remedy available under this Charter or otherwise.

Section 8.P.4: **Subcontractors:** The School shall require its subcontractors and sub-subcontractors to maintain any and all insurance required by law. Except to the extent required by law, this Charter does not establish minimum insurance requirements for subcontractors or sub-subcontractors. However, the Sponsor will rely on the School to monitor and notify its subcontractors and their sub-subcontractors to confirm coverage is in force for the duration of the subcontractor/sub-subcontractor contract and have certificates of insurance on file to provide historical documentation should a claim occur that has not yet been reported to the School.

Section 8.P.5: **Provision for Cure**: The School shall cure any non-compliance with this Article 8 of the Charter within ninety (90) business days of the School's receipt from the Sponsor of written notice of the non-compliance.

Section 8.P.6: **Default upon Non-Compliance**: The School shall be in default of this Charter should it fail to procure, maintain and keep in effect the insurance coverages required by this Charter. Lapse of insurance coverage as described in this Charter will be considered good cause for recommendation of termination of this Charter.

Section 8.P.7: **Approval by Sponsor:** Neither approval by the Sponsor nor failure to disapprove the insurance furnished by the School shall relieve the School of the School's full responsibility to provide the insurance as required by this Charter.

Section 8.P.8: **Combined Services Coverage**: Combined services coverage under this Charter shall be permitted subject to approval by the Sponsor's Insurance and Benefits Department.

Section 8.P.9: **Default upon Non-Compliance:** The School shall be in material default of this Charter for failure to procure, maintain and keep in effect the insurance as required by this Charter.

Section 8.P.10: **Changes in Insurance Coverage**: The School must notify Sponsor of any contemplated material changes in insurance coverage.

Section 8.Q: **Evidence of Insurance**: Without limiting any of the other obligations of the School, the School shall, at the School's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this Charter. The School shall provide evidence of such insurance in the following manner:

Section 8.Q.1: **Time to Submit:** The School shall furnish the Sponsor with fully completed Certificate(s) of Insurance signed by an authorized representative of the insurer(s) providing the coverages. Except as otherwise specified in this Charter, the insurance shall commence prior to the commencement of the opening of the School and shall be maintained in force, without interruption, until this Charter is terminated. Evidence of insurance shall be provided by the School to the Sponsor before the initial opening day of classes. The School shall furnish the Sponsor with fully completed Certificate(s) of Insurance, signed by an authorized representative of the insurer(s) providing the coverage, four (4) weeks prior to the initial opening

day of classes for each school year. The certificates shall name the Sponsor as an Additional Insured if required by specific provisions of this contract addressing that form of insurance.

Section 8.Q.2: **Notice of Cancellation:** Each certificate of insurance shall contain a provision for written notification to the Sponsor in accordance with policy provisions as outlined in the current ISO Accord 25 (2009/09) form; or should older ISO versions be available provide a minimum of thirty (30) day notice of material changes or cancellation to Sponsor.

Section 8.Q.3: **Renewal/Replacement:** Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the Sponsor with evidence of the renewal or replacement of the insurance no less than thirty (30) business days before the expiration or termination of the required insurance for which evidence was provided.

Section 8.Q.4: **Pre-Charter Submission of Evidence**: Notwithstanding any other provision contained herein, the School may submit evidence of insurance prior to approval of this charter substantially similar to the insurance provisions set forth in this section and subject to Sponsor's approval.

ARTICLE 9: GOVERNANCE

Section 9.A: **Public or Private Employer**: Pursuant to Section 1002.33(12)(i), Florida Statutes, the School is operating as a private employer. The employees have contracted their services directly to the School or its governing body and as such, are not public employees.

Section 9.B: **Governing Board Responsibilities**: The School's governing body shall be made up of its governing board. The governing board of the School shall be responsible for all fiduciary, legal and regulatory compliance issues and shall perform all duties set forth in the School's Approved Application **(Appendix 1)** and the following duties and responsibilities:

Section 9.B.1: annually adopt and maintain an operating budget and submit its approved budget to the Sponsor by July 1 of each year along with a copy of the minutes of the meeting showing approval of the budget by the governing board;

Section 9.B.2: retain the services of a certified public accountant or auditor for the annual financial audit, who shall submit the report to the governing board;

Section 9.B.3: review and approve the audit report, including audit findings and recommendations for the financial recovery plan;

Section 9.B.4: monitor a financial recovery plan in order to ensure compliance, if applicable;

Section 9.B.5: establish, define, refine and oversee the School's educational philosophy, operational policies and procedures, academic accountability procedures, and financial

accountability procedures and ensure that the School's student performance standards are met or exceeded;

Section 9.B.6: exercise continuing oversight of the School's operations;

Section 9.B.7: report its progress annually to the Sponsor, which shall forward the report to the Commissioner of Education at the same time as other school accountability reports, in accordance with Section 1002.33(9)(k), Florida Statutes;

Section 9.B.8: participate in governance training approved by the Department of Education that must include government in the sunshine, conflicts of interest, ethics, and financial responsibility;

Section 9.B.9: make full disclosure of the identity of all relatives employed by the School in accordance with Section 1002.33(7)(a)(18), Florida Statutes;

Section 9.B.10: adopt policies establishing standards of ethical conduct for instructional personnel and School administrator in accordance with Section 1002.33(12)(g)(3), Florida Statutes;

Section 9.B.11: make all required financial disclosure if the School is operated by a municipal corporation or other public entity under Section 112.3144, Florida Statutes;

Section 9.B.12: comply with the standards of conduct set out in Sections 112.313(2), (3), (7), and (12), and 112.3143(3), Florida Statutes;

Section 9.B.13: avoid all conflict of interest, including, but not limited to, being employed by, owning, or serving on the board of directors of any entity which contracts with the School;

Section 9.B.14: demonstrate financial competence and adequate professional experience;

Section 9.B.15: recommend student expulsions to the Sponsor;

Section 9.B.16: determine in conformance with law and the terms of this Charter the rules, and regulations needed for the effective operation and general improvement of the School;

Section 9.B.17: be held accountable to the School's students, parents/guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in Florida's charter school laws;

Section 9.B.18: be responsible for the over-all policy decision making of the School, in consultations with the School's staff, including the approval of the curriculum and the annual budget;

Section 9.B.19: serve as the fiscal agent for the School and be involved from the School's inception in all policy matters pursuant to the provisions of the corporation's bylaws; and

Section 9.B.20: comply with Rule 6A-6.0784, Florida Administrative Code, relating to Governance Training and fulfill all applicable Governance Training requirements; and

Section 9.B.21: appoint a representative (liaison), as required by statute, to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. Liaison information shall be kept current at all times, and necessary changes shall be reported to the Sponsor immediately.

Section 9.C: **Public Records**: The School will comply with Section 1002.33(16)(b)2, Florida Statutes, relating to public records. The public shall be provided reasonable access to the School's records in accordance with the provisions of this Charter and Chapter 119, Florida Statutes.

Section 9.D: **Reasonable Access to Records by Sponsor**: The School agrees to allow reasonable access to its facilities and records to duly authorized representatives of the Sponsor. Conversely, the Sponsor agrees to allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law.

Section 9.E: **The Sunshine Law**: To ensure that parents/guardians have access to the governance of the School, meetings of the School's governing board will be open to the public in accordance with Section 286.011, Florida Statutes, unless confidentiality is required by law. The School's governing board will provide reasonable public notice of the date, time, and place of its meetings and will maintain at the School's site detailed minutes of its meetings, which shall be regularly scheduled. Such meetings will be open to the public, and the minutes shall be available for public review. The School's governing board will publish a calendar on its website that contains a schedule of all governing board meetings for the school year, including the date and time of the meetings and the locations. The School agrees to hold meetings of its governing board within Broward County, Florida at least once a semester during the school year. The School shall provide the parents in writing, the process for placing an item on the agenda for the meetings of the School's governing board. A signed copy of the minutes will be on file at the School's site for review and a copy will be forwarded to the Sponsor.

Section 9.F: **Charter School's Website:** The School shall maintain a website that enables the public to access information regarding the school; the school's academic performance; the names of the governing board members; the programs at the school; any management companies, service providers, or education management corporation associated with the school, the school's annual budget and its annual independent fiscal audit; the school's grade pursuant to Section 1008.34, Florida Statutes; and on a quarterly basis, the minutes of governing board meetings. Governing board meetings must be noticed, open and accessible to the public, and attendees must be provided an opportunity to receive information and provide input regarding the charter school's operations.

Section 9.G: **Identification of Governing Board Members**: The selection of the School's governing board members and officers shall be as set forth in the School's approved Application **(Appendix 1)** or in School's by-laws if such are adopted subsequent to the submission of **Appendix 1**. The School's governing board will include local representatives, which may include parents/guardians and professionals qualified to support the educational and moral development of the School's students. No employee of the School, employee of one of the School's Education Services Provider (ESP) companies, or family member of an employee of one of the School's ESP companies may serve as a member of the School's governing board. The School's governing board cannot delegate its responsibility to the Sponsor to any other agency, ESP company or other contracted service provider. The School shall provide the parents in writing the names of the members of the School's governing board and a means by which they may be contacted.

Section 9.H: **Changes in Governing Board**: The names of the School's governing board members and the School's Chief Administrator/Principal must be current at all times and the Sponsor shall be notified within five (5) business days of any changes. The procedures for the replacement of the School's governing board members shall be set forth in the governing board's Bylaws. Members of the School's organizing group not serving on the School's governing board are not allowed to vote for governing board members or approve changes to the School's Articles or Bylaws. For the purposes of this provision, a "business day" is a day other than a Saturday, Sunday, legal holiday, or day that the Sponsor's administration is closed.

Section 9.I: **Background Screening of Governing Board Members and Chief Administrator**: Members of the governing board, shall be fingerprinted pursuant to Section 1002.33(12)(g), Florida Statutes, at their cost in a manner similar to that provided in Section 1012.32, Florida Statutes. Any person serving in any capacity with the School or its governing body must meet level 2 screening requirements as described in Section 1012.32, Florida Statutes. These fingerprints shall be submitted to the Florida Department of Law Enforcement for state processing and the Federal Bureau of Investigations for federal processing. The results of all fingerprint reports shall be provided to the Sponsor. All fees associated with the retention of fingerprints are the sole responsibility of the School. The School agrees that new governing board members and its Chief Administrator shall be on probationary status pending fingerprint processing and determination of compliance with standards of good moral character. Potential governing board members or Chief Administrators of the School shall submit official court dispositions for criminal offenses of moral turpitude listed as part of their fingerprint results. The School agrees not to appoint governing board members or Chief Administrators whose fingerprint check results reveal non-compliance with standards of good moral character. The School shall not allow any person to serve on its governing board or as its Chief Administrator who has been convicted of a felony crime or moral turpitude.

Section 9.J: **Non-Profit Organization**: As stated in the School's Application **(Appendix 1)** and as required by Section 1002.33(12)(i), Florida Statutes, the School has been organized as a Florida non-profit organization and shall maintain status as a Section 501(c)3 status under the Internal Revenue Code. Voting shall control the non-profit organization, and only the School's governing board shall vote. The School shall at all times operate as a non-

profit corporation and shall annually provide proof to the Sponsor of the School's status as a non-profit organization. Such status shall not be permitted to lapse, be revoked or terminate. Failure to comply with this section will constitute a material violation of the Charter and good cause for its termination by the Sponsor.

Section 9.K: **Compliance with Applicable Ethical Requirements**: To the extent applicable, the officers and directors of the School will comply with Part III, Section 112, Florida Statutes (the Code of Ethics for Public Officers and Employees) as provided in Section 1002.33(26), Florida Statutes.). The Sponsor shall be provided copies of any financial disclosure forms filed by the School's officers and directors. Members of the School's governing board cannot be employees of the School. Members of the School's governing board shall not receive financial benefit from the School's operations including, without limitation, the receipt of any grant funds. This restriction shall not include the reimbursement of out-of-pocket expenses incurred by the governing board member on behalf of their duties as a member of the School's governing board and substantiated with receipts or similar documentation. A violation of this provision shall constitute a material breach of the Charter. All members of the School's governing board shall comply with Sections 112.313(2), (3), (7) and (12), and 112.3143, Florida Statutes, and other applicable portion of the Code of Ethics for Public Officers and Employees. The School's governing board chair shall annually provide to the District a statement confirming that:

Section 9.K.1: No member of the School's governing board, acting in his/her private capacity, has sold services directly or indirectly to the School;

Section 9.K.2: No spouse, parent, child, stepchild, sibling, or employee of any Board Member serves as a member of the School's governing board;

Section 9.K.3: No member of the School's governing board is an employee of the School or of the ESP company operating the School; and

Section 9.K.4: No member of the School's governing board has received compensation, directly or indirectly from the School's operations, other than reimbursement of out of pocket expenses and substantiated with receipts or similar documentation.

Section 9.K.5: A violation of any of the foregoing provisions shall constitute a material breach of this Charter and good cause for its termination.

Section 9.L: **Bonding of School Personnel**: The officers, directors, and employees of the School who have the authority to receive and expend funds on behalf of the School shall be bonded to the same degree as officers and employees of the Sponsor. All bonds shall run to the School, the not-for-profit organization, and the Sponsor and shall be on file for inspection at all times.

Section 9.M: **School's Chief Administrator/Principal**: The duties of the School Chief Administrator/Principal shall be as set forth in the School's approved Application **(Appendix 1.)** The teachers, support, and contractual staff of the School will be directly supervised by the Principal or other on-site administrator.

Section 9.N: **Notification of Proper Authorities**: If after adopting the budget, a Member of the Governing Board in his/her obligated diligence believes that any other member of the Governing Board or any vendor, vendor's employee, ESP company, or ESP company agent or employee is directly responsible or wrongfully advises the members of the Governing Board to make an illegal expenditure of state monies not detailed in the budget or not available because of other necessary expenses or limitation of funds, unless such expenditure is otherwise approved by the Governing Board or said budget is amended, that Governing Board Member should immediately notify the Sponsor, the FDOE, and if deemed proper, the Attorney General, or any other proper authority.

ARTICLE 10: EDUCATION SERVICES PROVIDERS

Section 10.A: **Education Services Provider Agreement**: An Educational Services Provider (ESP) is an individual or organization that provides services to a charter school for which it receives compensation in excess of five percent (5%) of the charter school's FEFP operational revenue. For the purposes of this provision, "FEFP operational revenue" is defined as the General Fund revenue for operations received from the State of Florida based on FTE, including categorical revenues for such matters including, without limitation, instructional materials, FAI, and class size reduction, but shall not include any Federal or local revenues, or State funds for capital purposes. ESPs may be non-profit or for-profit entities. If any ESP company will be managing the School's operations, the contract between the ESP company and the School shall be submitted to the Sponsor In accordance with the responsibility of the School, contracts with management companies shall not usurp the authority of the School's Governing Board. The Sponsor will look to the Governing Board directly for accountability. Where the School changes ESP's, School will submit written documentation demonstrating due diligence in the selection process of any ESP and must maintain a performance-based "arms-length" relationship between the School and any ESP. The contract between the School and the ESP company shall specify reasonable and feasible terms that allow the School's governing board the ability to terminate the contract with the ESP company. Any contract between the School and an ESP company shall require that the ESP company operate the School in accordance with the terms specified in this Charter and with all applicable laws, ordinances, rules and regulations. In the event any ESP is retained by the School, the aggregate amounts paid to such entities shall not exceed fourteen and one-half percent (14.5%) FEFP operational revenues in any given school year and shall not accrue from year to year. Any default or breach of the terms of this Charter by the ESP company, after notice and reasonable opportunity to cure, shall constitute a default or breach by the School under the terms of the Charter between the School and the Sponsor. Employees of the ESP company and family members of employees of ESP companies may not sit on the School's governing board or serve as officers of the School. For the purposes of this section, "family members" shall be defined to include spouses, mothers, fathers, sisters, brothers, mothers-in-law, fathers-in-law, sisters-in-law, brothers-in-law, daughters, sons, daughters-in-law and sons-in-law.

Section 10.B: **ESP Company Added After Charter**: If the School desires to contract with an ESP company subsequent to the execution of this Charter, the proposed contract between the ESP company and the School shall be submitted to the Sponsor and any finalized ESP contract shall be provided by the School to the Sponsor.

Section 10.C: **Amendments**: All amendments to the contract between an ESP company and the School shall be submitted to the Sponsor. A copy of any amended ESP services agreement shall be provided to the Sponsor.

Section 10.D: **ESP Contract Amendments that Result in Material Change to Charter**: Any proposed amendment within an ESP contract that would necessitate a material change to this Charter shall require a prior modification of this Charter.

Section 10.E: **Change of ESP Provider**: Unless exigent circumstances exist, the School shall give the Sponsor notice prior to the termination of any ESP contract. In the event of an immediate termination of an ESP contract, the School will provide immediate notice to Sponsor of its decision.

ARTICLE 11: HUMAN RESOURCES

Section 11.A: **Hiring Practices**: The Parties to this Charter agree that the School shall select its own employees. The School agrees to implement the practices and procedures for hiring and dismissal, policies governing salaries, contracts, and benefit packages, and targeted staff size, staffing plan, and projected student-teacher ratio as described in the School's Application **(Appendix 1)**. The School must use thorough, consistent, and even-handed termination procedures. The School's governing board will determine salaries, benefits, and Position/Title classification, provided that the School's governing board may establish any additional positions it deems necessary.

Section 11.A.1: **Eligibility of Instructional Staff:** The School agrees to verify that applicants for instructional positions which require certification either hold or are eligible for an educational certificate prior to an offer of hire. The School shall not employ an individual for instructional services if the individual's certification or licensure as an educator is suspended or revoked by this or any other state. The School shall require that teachers maintain their certificate current at all times.

Section 11.B: **Reporting Staffing Changes**: The School agrees to provide written notice to Sponsor using the Sponsor's designated form within fourteen (14) calendar days of any new hires, leaves of absence, transfers and terminations. The School shall ensure that student information system data is updated upon the termination or hire of instructional staff and/or therapy service providers. The School shall also ensure course assignment changes are reflected as current in student information system for all instructional staff. Teaching assignments for all instructional staff, including new hires, must match the state course code directory numbers and teacher certification. The School will complete and submit all required personnel reports, including employee database surveys, in accordance with required due dates.

Section 11.B.1: **Reporting School Administrator/Principal Changes:** The name of the School Administrator/Principal must be current at all times. The Sponsor shall be notified immediately of any changes.

Section 11.C: **Non-Discriminatory Employment Practices**: The School shall be responsible for promoting diversity in its staff and agrees that its employment practices shall be nonsectarian and that it shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes (The Florida Education Equity Act).

Section 11.D: **Teacher Certification and Highly Qualified**: All teachers employed by or under contract to the School shall be certified and highly qualified as required by Chapter 1012, Florida Statutes and any other applicable state or federal law. If the School receives Title I funds, it will employ highly qualified staff, as required. In compliance with those requirements, the School's teachers shall be certified and teaching infield (or have the appropriate out of field waivers) and the School's support staff shall have attained at least two (2) years of college education or have passed an equivalent exam. The School may employ or contract with skilled selected non-certified personnel to provide instructional services or to assist instructional staff members as education paraprofessionals in the same manner as defined in Chapter 1012 and as provided by State Board of Education rule for charter school governing boards; however, in order to comply with ESSA requirements, all teachers in core academic areas must be certified/qualified based on Florida Statutes and highly qualified as redefined by ESSA. The School agrees to disclose to the parents of its students the qualifications of instructional personnel hired by the School within thirty (30) calendar days of employment.

Section 11.D.1: **Remedy for Not Meeting Highly Qualified**: If the School fails to meet applicable requirements to employ certified and highly qualified staff, the School shall be responsible for reimbursement of any funding lost or other costs attributable as a result of the School's non-compliance.

Section 11.D.2: **Teachers Assigned to Teach Out-of-Field:** Per Section 1012.42, Florida Statutes, the School shall notify parents of all students in the classroom of any teacher assigned a course or student population for which the teacher is not appropriately certified. The School shall also obtain Governing Board approval for all teachers assigned to teach out-of-field and must ensure the appropriate out-of-field training is completed each school year per Rule 6A-1.0503, Florida Administrative Code.

Section 11.D.3: **Teachers Assigned to Teach Blended-Learning Programs**: Instructional personnel teaching blended learning program may be employees of the charter school or may be contracted to provide instructional services. At a minimum, the instructional personnel must hold state certification as required by Section 1012.55, Florida Statutes.

Section 11.E: **Fingerprinting and Background Screening**: The School shall, at the School's expense, require all employees to comply with the fingerprinting requirements of Section 1012.32, Florida Statutes. Members of the governing board of the charter school shall also be fingerprinted in a manner similar to that provided in Section 1012.32, Florida Statutes. Any person serving in any capacity with the School or its governing body must meet level 2 screening requirements as described in Section 1012.32, Florida Statutes. These fingerprints shall be submitted to the Florida Department of Law Enforcement for state processing and the Federal Bureau of Investigations for federal processing. The results of all fingerprint reports shall be

provided to the Sponsor. The School agrees that new applicants shall be on probationary status pending fingerprint processing and determination of compliance with standards of good moral character. Potential employees of the School shall submit official court dispositions for criminal offenses of moral turpitude listed as part of their fingerprint results. The School agrees not to hire applicants whose fingerprint check results reveal non-compliance with standards of good moral character. The School shall not allow any person (whether employed directly by the School or its governing body or by a contractor) to serve in any position requiring or involving direct contact with students who has been convicted of a felony crime or moral turpitude. All fees associated with the retention of fingerprints are the sole responsibility of the School.

Section 11.E.1: **Self-Reporting:** The School shall require all employees and Board Members to self-report within forty-eight (48) hours to appropriate authorities any arrest and final disposition of such arrest other than minor traffic violations. The School shall then take appropriate action relating to the employment of that individual.

Section 11.E.2: **Background Screening for School Volunteers:** The School shall implement policies and procedures for background screening of volunteers and mentors.

Section 11.F: **Employment Practices**: The School's employment practices shall be in compliance with its Application **(Appendix 1)** and the requirements specified in sections 11.G through 11.S inclusive.

Section 11.G: **Suspended or Revoked Certification or Licensure**: The School agrees not to knowingly employ an individual for instructional services if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.

Section 11.H: **Resignation in Lieu of Disciplinary Action**: The School agrees not to knowingly employ an individual who has resigned in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school district with respect to child welfare or safety.

Section 11.I: **Codes and Principles of Conduct**: The School agrees that its employees will be required to abide by the guidelines set forth in Chapter 6B-1.001, Code of Ethics of the Education Profession in Florida, and Chapter 6B-1.006, Principles of Professional Conduct for the Education Profession in Florida.

Section 11.J: **Employee Handbook**: The School will adopt an employee handbook and provide a copy of the same (and any amendments thereto) to the Sponsor.

Section 11.K: **Collective Bargaining**: Pursuant to Section 1002.33(12)(b), Florida Statutes, the School's employees shall have the option to bargain collectively and may collectively bargain as a separate unit or as part of the existing district collective bargaining unit as determined by the structure of the School.

Section 11.L: **Professional Group:** The School's instructional personnel may choose to be part of a professional group that subcontracts with the School to operate the

instructional program under the auspices of a partnership or cooperative that they collectively own. Under this arrangement, the School's instructional personnel would not be public employees.

Section 11.M: **Payroll Services**: The School will provide payroll services for all of its employees.

Section 11.N: **Annual Employee Evaluations**: Each of the School's employees will be evaluated annually. Instructional and administrative staff will be evaluated based on the requirements outlined in Section 1012.34, Florida Statutes.

Section 11.O: **Personnel Records**: The School shall maintain personnel files for all persons employed by the School. Such files shall be maintained by the School at a readily accessible location in Broward County, Florida and shall be open to public inspection as provided by law. The School agrees to provide the Sponsor the names of all applicants for employment if requested.

Section 11.P: **Statutory Prohibitions and Restriction on Employment of Relatives**: The School's hiring practices shall at all times be in compliance with the requirements of Section 1002.33(12) and (24), Florida Statutes. Charter school personnel may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the charter school in which the personnel exercises jurisdiction or control any individual who is a relative. An individual may not be appointed, employed, promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in an exercise jurisdiction or control over the charter school and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the governing board of which a relative of the individual is a member. For the purposes of this section, the following definitions shall be used:

Section 11.P.1: "**Charter school personnel**" means a charter school president, chairperson of the governing board of directors, superintendent, governing board member, principal, assistant principal, or any other person employed by the charter school who has equivalent decision making authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment promotion, or advancement in connection with employment in a charter school, including the authority as a member of a governing body of a charter school to vote on the appointment, employment, promotion, or advancement of individuals.

Section 11.P.2: "**Relative**" means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

Section 11.R: **Training of Employees**: The School's teachers may participate in professional development opportunities conducted by the Sponsor and the Sponsor's teachers may participate in professional development opportunities conducted by the School.

Section 11.R.1: **Participation and Cost for Training Activities**: Training activities shall be made available by the Sponsor, to School's employees, on a space available basis and, the School shall pay all of the additional costs associated with the participation of the School's employees in such training activities at the same rates and reimbursement methodologies currently charged to the Sponsor for the participation of the Sponsor's employees. Training activities shall be made available by the School to Sponsor's employees on a space available basis and, except in instances of federally funded training, the Sponsor shall pay all of the additional costs associated with the participation of the Sponsor's employees in such training activities at the same rates and reimbursement methodologies currently charged to the School for the participation of the School's employees.

Section 11.R.2: **Participation in Federally Funded Training**: Training activities that are federally funded that are provided by the Sponsor shall be made available to School's employees on a space available basis without any charge to the School other than any charges that are also incurred by the Sponsor for the participation of the Sponsor's employees. Training activities that are federally funded that are provided by the School shall be made available to Sponsor's employees on a space available basis without any charge to the Sponsor other than any charges that are also incurred by the School for the participation of the School's employees.

Section 11.S: **Contracts, Compensation and Salary Schedules:** The School shall comply with Sections 1012.22(1)(c), 1012.335, and 1012.34, Florida Statutes, relating to employee contracts, compensation and salary schedules, workforce reductions and performance evaluations. The School shall not enter into a contact with an employee that exceeds the term of this contact or include payment acceleration clauses based upon notification of non-renewal or termination.

ARTICLE 12: REQUIRED REPORTS AND DOCUMENTS

Section 12.A: **Required Reports and Documents**: The School will provide all documents required of it pursuant to the approved Application **(Appendix 1)**, this Charter, or the School's governing laws and rules on the date(s) that the reports and documents are due to the sponsor.

ARTICLE 13: SCHOOL FOOD SERVICE

Section 13.A: **School Food Services; Extended Day Programs**: The provision of student food service at the charter school is the responsibility of the School and shall be provided according to applicable district, state and federal rules and regulations. The School shall make breakfast and lunch available to all students. Cafeteria services and extended day programs provided by the School shall be self-supporting. The School is solely responsible for funding any deficits it incurs in such services and programs and the Sponsor shall have no liability for same. Meals will be distributed to students using a point of sale accountability procedure. If applicable, the School shall distribute Information Letters and the Multi-Child Application for Free and

Reduced Price Meal Benefits to students and shall certify student eligibility for such programs using required federal rules and procedures.

Section 13.B: **Applicable Regulations**: The School shall comply with all USDA and FDOE regulations that are applicable to its child nutrition program.

ARTICLE 14: MISCELLANEOUS PROVISIONS

Section 14.A: **Impossibility**: Neither party shall be considered in default of this Charter if the performance of any section or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, pandemic, epidemic, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without extraordinary expense.

Section 14.B: **Drug-Free Workplace**: The School is a Drug-Free Workplace. The School shall provide the Sponsor with a copy of the School's applicable Drug-Free Workplace policy and any amendments thereto.

Section 14.C: **Entire Agreement**: This Charter and the appendices hereto shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings, and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in writing. Any substantial amendment to this Charter School Agreement shall require approval of both parties.

Section 14.D: **No Assignment without Consent**: This Charter shall not be assigned by either Party without the prior written consent of the other party, provided that the School may enter into contracts for services with an individual or group of individuals organized as a partnership or cooperative without the consent of the Sponsor.

Section 14.E: **No Waiver**: No waiver of any provision of this Charter shall be deemed to be or shall constitute a waiver of any other provision, unless expressly stated.

Section 14.F: **Default**: Except under circumstances that present a threat to health, safety or welfare or that constitute good cause for the immediate termination of this Charter, in accordance with Section 2.D.3. of this Agreement, notice of a default of a material provision of this Charter will be furnished to the defaulting party by the non-defaulting party. Except under circumstances that present a threat to health, safety or welfare or that constitute good cause for the immediate termination of this Charter, in accordance with Section 2.D.3. of this Agreement, or when a shorter period of time to effect compliance is required by applicable law or rules, the defaulting party will be permitted thirty (30) calendar days to remedy the identified default provided that if the identified default cannot be reasonably cured within such 30-day period, the cure period shall be reasonably extended as long as the defaulting party has commenced to cure the identified default. The cure period shall not exceed ninety (90) calendar days.

Section 14.G: **Survival Including Post-Termination of Charter**: All representations and warranties made herein, indemnification obligations, obligations to reimburse the Sponsor, obligations to maintain and allow inspection and audit of records and property, reporting requirements and obligations to return public funds or property purchased with public funds shall survive the termination of this Charter.

Section 14.H: **Severability**: If any provision or any section of this Charter is determined to be unlawful, void or invalid, that determination shall not affect any other provision or any section of any other provision of this Charter and all such remaining provisions shall continue in full force and effect, notwithstanding.

Section 14.I: **Third-Party Beneficiary**: This Charter is not intended to create any rights of a third-party beneficiary. This clause shall not be construed, however, as contrary to any statutory or constitutional right possessed by a member of the community, a student, or parent/guardian of a student enrolled at the School.

Section 14.J: **Choice of Laws and Venue**: This Charter is made and entered into in the State of Florida and shall be interpreted according to the laws of Florida, with venue in Broward County, Florida. The parties mutually agree that the language and all parts of this Charter shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against any of the parties. This Charter shall be interpreted and construed according to the laws of the State of Florida. The School shall adhere to any additional requirements applicable to charter schools under state law or as mandated by the FDOE or any other agencies regulating the School.

Section 14.K: **Notice Provision**: All notices to be given hereunder shall be in writing, and all payments to be made hereunder shall be by check or wire transfer, and may be served by hand delivery, express delivery or by depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested. Notice given in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties hereto shall be sent to or delivered at the address set forth below:

THE SPONSOR:
Superintendent of Schools
The School Board of Broward County, Florida
Kathleen C. Wright Administrative Building
600 Southeast Third Avenue - 10th Floor
Fort Lauderdale, Florida 33301

WITH COPY TO:
Office of the General Counsel
Kathleen C. Wright Administrative Building
600 Southeast Third Avenue - 11th Floor
Fort Lauderdale, Florida 33301

THE SCHOOL: Florida Charter School Organization IV, Inc.
Kimberly Johnson
11421 NW 56 Drive Coral Springs, FL 33076

WITH COPY TO:

Arnold Law Firm
3840 Crown Point Rd., Ste. B.
Jacksonville, FL 32257

By giving the other party at least fifteen (15) calendar days written notice thereof, a party may change its address and specify its new address for the purposes stated herein, and/or to notify the change of attorney.

Section 14.K.1: **Routine Communication:** For the purposes of day-to-day communication pertaining to the operations of the School, the Sponsor and School shall communicate via general electronic mail, (email), school specific email, verbal communication, US Postal service or via uploads of required documentation and comments on Anvilar or other like electronic document management system.

Section 14.L: **Authority**: Each of the persons executing this Charter represent and warrant that they have the full power and authority to execute the Charter on behalf of the party for whom he or she signs and to bind and obligate such party with respect to all provisions contained in this Charter and that he or she enters into this Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.

Section 14.M: **Conflict**: In the event of any conflict between the provisions of this Charter and any Appendix, this Charter shall prevail.

Section 14.N: **Dispute Resolution**: Subject to the applicable provisions of Section 1002.33, Florida Statutes, as amended from time to time, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit the Sponsor's ability to immediately terminate this Charter in accordance with Section 1002.33(8)(d), Florida Statutes. It is anticipated that a continuing policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict/dispute resolution procedure.

Section 14.N.1: The following dispute resolution process, not otherwise pre-empted by Section 1002.33, Florida Statutes, shall be equally applicable to both parties to this Charter in the event of a dispute.

Section 14.N.2: Notwithstanding this provision, either party may seek any and all legal remedies available to it including, without limitation, mediation through the FDOE or those additional remedies set forth in Section 1002.33(6)(i), Florida Statutes.

Section 14.N.3: The dispute resolution procedure is as follows:

STEP 1: As a first step, informal discussion occurs between representatives of the School and the Sponsor regarding the particular issue(s) in question. If the matter is not resolved at Step One, either party may elect to forward the issue(s) to the next step.

STEP 2: Written notice by the Sponsor or the School outlining the nature of an identified problem in performance or operations not being met or completed to the satisfaction of either party. If the matter is not resolved at Step 2, either party may elect to forward the issue(s) to the next step.

STEP 3: Meeting between the governing board of the School and the Sponsor's staff or representative to discuss the issue(s) and attempt resolution of same and propose modifications or amendments to the terms and conditions of the Charter. If the matter is not resolved at Step 3, either party may elect to forward the issue(s) to the next step.

STEP 4: An item will be placed upon the agenda of the Sponsor's regular school board meeting to enable the Sponsor to render a final decision regarding the issue(s)which are in dispute.

Section 14.O: **Citations**: All Florida Statutes, State Board of Education Rules, or School Board Policies cited herein shall refer to the edition in effect when this Charter is executed or extended, subject to subsequent amendment of such statutes.

Section 14.P: **Headings**: The headings in the Charter are for convenience and reference only and in no way define, limit, or describe the scope of the Charter and shall not be considered in the interpretation of the Charter or any provision hereof.

Section 14.Q: **Advice of Counsel**: The School and the Sponsor both state that they have been represented by legal counsel in connection with the negotiation and execution of this Charter and each is satisfied with the legal representation it received.

Section 14.R: **Counterparts**: This Charter may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Charter.

IN WITNESS WHEREOF, the Parties hereto have executed this Charter School Agreement as of the day and year first above written.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SUMMIT ACADEMY CHARTER SCHOOL II - MSID

FOR THE SCHOOL

(Corporate Seal)

Florida Charter School Organization IV, Inc.

Attest: _____
Secretary

– or –

Witness

Witness

by: _____
Kimberly Johnson, Governing Board

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 7 day of April, 2026 by Kimberly Johnson of Florida Charter School Organization IV, Inc.

He/She took an oath and is personally known to me or has produced _____ as identification.

My commission expires: 08/05/2029

(SEAL)

GUSTAVO ALEJANDRO PRATS
Notary Public - State of Florida
Commission # HH 706988
My Comm. Expires Aug 5, 2029
Bonded through National Notary Assn.

_____
Signature – Notary Public

Gustavo Prats
Printed Name of Notary Public

SUMMIT ACADEMY CHARTER SCHOOL II - MSID

FOR THE SPONSOR

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By_____
Sarah Leonardi, Chair

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	O-1.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Superintendent's Recommendations for Pre-Qualification Certification

REQUESTED ACTION:

Approve the Recommendations of the Qualification, Selection, and Evaluation Committee (QSEC) Meeting held on June 25, 2026, to certify, re-certify firms, increase pre-qualification limits for specific firms, and revoke those that did not renew, as reflected in the attached Superintendent Recommendations - Tracking Report. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Superintendent Recommendati…
- Pre-Qualification Report

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 3: School Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jul 6, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Romaneir D. Johnson
Title: Chief Financial Officer
Phone: 754-321-1990

EXECUTIVE SUMMARY

Superintendent's Recommendations for Pre-Qualification Certification

Board Meeting Date: July 28, 2026

Requested Action:
Approve the Recommendations of the Qualification, Selection, and Evaluation Committee (QSEC) Meeting held on June 25, 2026, to certify, re-certify firms, increase pre-qualification limits for specific firms, and revoke those that did not renew, as reflected in the attached Superintendent Recommendations - Tracking Report.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• The State Requirements for Educational Facilities (SREF), 2014 Edition.
If the School Board votes "Yes"	• The District will certify, re-certify firms, increase pre-qualification limits for specific firms, and revoke those that did not renew. Twenty-nine (29) firms representing thirty-one (31) licenses will be recertified; Two (2) firms representing two (2) licenses will increase limits; Three (3) firms are newly certified; and one (1) firm representing one (1) license is automatically revoked.
If the School Board votes "No"	• Denial by the School Board would stop the pre-qualification process, causing interruptions in the construction projects. This would also delay the issuance of new firms becoming prequalified and those firms that wanted to increase their limits.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Not Applicable

Background/History
State statutes, regulations, and School Board policies allow contractors who wish to pursue work with the District the opportunity to pre-qualify. These requirements mandate that a contractor is pre-qualified at the bid opening and that the School Board acts on a pre-qualification application within sixty (60) days. State regulations and School Board policy require that the School Board act on appeals within thirty (30) days, District-wide. The pre-qualification application process is in accordance with State Requirements for Educational Facilities (SREF) Chapter 4, Section 4.1(1), F.S. 1013.46, and School Board Policy 7003.1. The Procurement & Logistic Operations Department administers compliance with SREF and School Board policy requirements.

The criterion for pre-qualification is based on the single bid limit amount of the largest successfully completed project of a similar size and scope. The company's surety bonding or audited financial information determines the aggregate limit amount. The Procurement & Logistic Operations staff review the applications, make recommendations, and facilitate QSEC meetings. QSEC considers staff's recommendations and then forwards its recommendations to the Superintendent. The pre-qualification report provides data on the total number of pre-qualified companies by license type, new applications, renewal applications, and revoked applications.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	Not Applicable
Multi-Year Agreement:	Not Applicable
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method:** Not Applicable.

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:
1. There is no financial impact to the District

New/Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
N/A	N/A	N/A

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Having a pool of pre-qualified contractors allows us to complete construction projects.
School Selection /Prioritization	Not Applicable
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Superintendent Recommendation Report
Exhibit B: Pre-Qualification Report

Superintendent Recommendations - Tracking Report

Regular School Board Meeting	7/28/2026
Superintendent Recommmentations	
Recommend to Certify	3
Recommend to Re-Certify	15
Recommend to Not Certify	0
Recommend to Not Re-Certify	0
Recommend to Increase Limits	0
Revoke Certification	0
Suspend Certification	0
Certification Revoked Automatically*	0
Grand Total	18

Pre-Qualified Contractors Summary Fiscal Year To Date	
Approved Certification Applications	12
Approved Re-Certification Applications	204
Approved Request to Not Certify	0
Approved Request to Not Re-Certify	0
Approved Request to Increase Limits	7
Total Pre-Qualification Applications	223
Total of E/S/M/WBE Pre-Qualified	***57***
Contractors Automatically Revoked	*32*
Contractors Revoked	*0*
Contractors Suspended	*0*

CONTRACTOR	Application Submitted	E/S/M/WBE Certification Type	Ethnicity/Gender	E/S/M/WBE Expiration Date	QSEC Review Date	QSEC Action	License For	Per Project Limit	Aggregate Limits	Board Action Date	Pre-Qual Expiration Date
Advanced Recreational Concepts, LLC	4/21/2026				6/25/2026	Recommend to Re-Certify	State Building	$ 300,000.00	$ 1,000,000.00	7/28/2026	7/27/2027
ALTA Home Remodeling Co. dba ALTA Quality Builders	4/22/2026				6/25/2026	Recommend to Re-Certify	State General	$ 377,352.00	$ 5,000,000.00	7/28/2026	7/27/2027
AVI Systems, Inc. dba FORTE (f.k.a. VisionWorx LLC)	5/28/2026				6/25/2026	Recommend to Re-Certify	State Electrical	$ 1,277,830.00	$ 45,000,000.00	7/28/2026	7/27/2027
D2 Construction, Inc.	6/3/2026	ESMBE	AA	1/7/2029	6/25/2026	Recommend to Re-Certify	State General	$ 5,000,000.00	$ 15,000,000.00	7/28/2026	7/27/2027
Daikin Applied Americas Inc. dba Daikin Applied	5/7/2026				6/25/2026	Recommend to Re-Certify	State Certified Air Conditioning	$ 1,800,000.00	$ 60,000,000.00	7/28/2026	7/27/2027
Edge Construction USA, Inc.	5/20/2026				6/25/2026	Recommend to Re-Certify	State General	$ 16,401,530.00	$ 150,000,000.00	7/28/2026	7/27/2027
ER Tech Systems Group, Inc. dba Broadcast Systems	5/15/2026				6/25/2026	Recommend to Certify	State Electrical	$ 2,655,056.00	$ 3,000,000.00	7/28/2026	7/27/2027
Florida Lemark Corporation	6/9/2026				6/25/2026	Recommend to Re-Certify	State General	$ 20,303,040.00	$ 120,000,000.00	7/28/2026	7/27/2027
Hatcher Construction & Development, Inc.	6/17/2026	ESMBE	AA	7/24/2026	6/25/2026	Recommend to Re-Certify	State General	$ 2,000,000.00	$ 20,000,000.00	7/28/2026	7/27/2027
J & J Inc. d/b/a Eagle Painting	5/27/2026				6/25/2026	Recommend to Re-Certify	County Specialty Bldg Ptg Int/Ext	$ 380,000.00	$ 3,000,000.00	7/28/2026	7/27/2027
Johnson-Laux Construction, LLC	5/13/2026				6/25/2026	Recommend to Re-Certify	State General	$ 20,000,000.00	$ 300,000,000.00	7/28/2026	7/27/2027
Miliani Construction Corp.	5/15/2026				6/25/2026	Recommend to Re-Certify	State General	$ 3,000,000.00	$ 4,000,000.00	7/28/2026	7/27/2027
Osuna Ornamental, LLC	6/5/2026				6/25/2026	Recommend to Re-Certify	Broward County Fence Erection	$ 500,000.00	$ 500,000.00	7/28/2026	7/27/2027
Premier Air Conditioning and Refrigeration Inc.	6/11/2026				6/25/2026	Recommend to Certify	State Certified Air Conditioning	$ 492,000.00	$ 6,000,000.00	7/28/2026	7/27/2027
Sierra Commercial Construction, Inc.	5/19/2026	SMWBE	HA	6/20/2026	6/25/2026	Recommend to Re-Certify	State General	$ 5,000,000.00	$ 30,000,000.00	7/28/2026	7/27/2027
TechGroupOne, Inc.	6/15/2026	SMBE	HA	3/18/2029	6/25/2026	Recommend to Re-Certify	State General	$ 6,629,520.00	$ 6,629,520.00	7/28/2026	7/27/2027
Tecta America South Florida, Inc.	6/18/2026				6/25/2026	Recommend to Certify	State Roofing	$ 6,684,382.00	$ 350,000,000.00	7/28/2026	7/27/2027
TK Elevator Corporation	4/16/2026				6/25/2026	Recommend to Re-Certify	State Elevator	$ 192,890.00	$ 750,000,000.00	7/28/2026	7/27/2027

Note: Automatically Revoked Certifications do not require board action. Pursuant to SREF Chapter 4, Section 4.1(1)(e)1, the pre-qualification certificate for a firm that has failed to submit its renewal application after at least 30 days written notice is automatically revoked.

PROCUREMENT & WAREHOUSING SERVICES

PRE-QUALIFICATION REPORT

PRE-QUALIFIED CONTRACTORS AS OF 6/25/2026

TOTAL No. OF PRE-QUALIFIED CONTRACTORS	As of	5/14/2026	6/25/2026
		186	189

Companies by License	# of Certificates	# of E/S/M/WBE Certificates	Companies by License	# of Certificates	# of E/S/M/WBE Certificates
Broward County 3A Major Roads - Asphalt & Concrete	3	0	State Certified Class B Air-Conditioning	1	0
Broward County 3B Minor Roads - Asphalt & Concrete	1	0			
Broward County 3E Striping, Marking & Signage of Roadways	0	0	State Certified Underground Utility & Excavation	0	0
Broward County Demolition (Non-Explosive)	0	0	State Certified Specialty Contractor	10	1
Broward County Fence Erection	5	2	State Electrical	16	6
Broward County Insulation Contractor	1	0	State Elevator	3	0
Broward County Limited Energy System Specialty Contractor	1	0	State Fire Suppression	1	0
Broward County Painting Interior/Exterior	7	1	State Fire Protection Contractor II	3	1
Concrete Placing & Finishing	1	0	State General	88	31
Pollutant Storage System Contractor	1	1	State Mechanical	14	6
State Alarm System Contractor I	4	1	State Mechanical (Test & Balance)	1	0
State Alarm System Contractor II	2	1	State Plumbing	2	0
State Asbestos	4	0	State Roofing	18	2
State Building	8	1			
State Certified Air-Conditioning	3	1			
State Certified Class A Air-Conditioning	5	2			
Grand Total *				**203**	**57**

* The total number does not match with the total number of pre-qualified contractors, because a company may be pre-qualified under multiple licenses, generating duplicated records.

PRE-QUALIFICATION PROCESS ACTIVITY

	2024-2025	5/14/2026	6/25/2026	Fiscal Year To Date
Approved Certification Applications	14	3	3	12
Approved Re-Certification Applications	235	31	15	204
Approved Request to Increase Limits	6	2	0	7
Total Approved	**255**	**36**	**18**	**223**
Applications Recommended to Not Certify/Re-Certify	0	0	0	0
Total Applications Processed	**255**	**36**	**18**	**223**
Revoked Contractors (No response of Renewal Notice wihtin 30 Days)	**18**	**1**	**0**	**32**

PRE-QUALIFIED E/S/M/WBE CONTRACTORS

Companies by Ethnicity/Gender

	Female	Male	Total	
African American	1	12	13	23%
Asian American	0	0	0	0%
Hispanic American	6	17	23	40%
White American	9	12	21	37%
Grand Total	**16**	**41**	**57**	
%	28%	72%		

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	O-2.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

FY24-119 - Fire Academy Education Program - City of Fort Lauderdale

REQUESTED ACTION:

Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and the City of Fort Lauderdale, Broward County, and Design of Circle, with a term that commences on August 1, 2026, and concludes on July 31, 2027, with no budget authority required. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The First Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Original Agreement
- First Amendment

FINANCIAL IMPACT:

This Agreement has a positive financial impact as the instructor is being provided by the City of Fort Lauderdale free of charge.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 4: College & Career Readiness **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jul 14, 2026

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

FY24-119 – Fire Academy Education Program – City of Fort Lauderdale

---

Board Meeting Date: July 28, 2026

Requested Action:
Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and the City of Fort Lauderdale, Broward County, with a term that commences on August 1, 2026, and concludes on July 31, 2027, with no budget authority required.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• Fort Lauderdale High School (HS) Health Science students will continue to receive Emergency Medical Responder/Firefighter 1 instruction by the City of Fort Lauderdale Fire Department.
If the School Board votes "No"	• Fort Lauderdale HS Health Science students will not receive Emergency Medical Responder/Firefighter 1 instruction by the City of Fort Lauderdale Fire Department.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 4: College and Career Readiness
Measurable Outcome(s)/Return on Investment	• Return on Investment is an increased pass rate of 25% on completion of credentialed Firefighter 1 and Firefighter 2 certification trainings and exams. Prior exam pass rate was 45%, as evidenced by the Florida Certifying Agency (MyFloridaCFO) composed of secondary Fire Academy students.

Background/History
This Agreement with the City of Fort Lauderdale will provide Emergency Medical Responder/Firefighter 1 instruction to Fort Lauderdale HS Health Science students enrolled in the "Introduction to Firefighting Program". The program's content includes, but is not limited to, orientation to the fire service, fire alarms and communication, vehicles, apparatus and equipment, first responder emergency, medical techniques, safety, and employability skills.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	October 17, 2023, through July 31, 2026; First Amendment Term: August 1, 2026, through July 31, 2027.
Multi-Year Agreement:	Yes, this is a three-year no-cost agreement with two additional one-year extension periods.
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Pursuant to Purchasing Policy 3800 III(E), as authorized by Florida Administrative Code Rule 6A-1.012 11(b) and 14, the requirement for requesting competitive solicitation for commodities or contractual services from three (3) or more sources is waived for the purchase of educational services.

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. This Agreement has a positive financial impact as the instructor is being provided by the City of Fort Lauderdale free of charge.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
N/A	N/A	N/A

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	High schools offering Health Science Education programs will continue to have access to the Fire Academy Education Program, supporting instruction aligned to firefighting and emergency response career pathways.
School Selection /Prioritization	Participation is available to schools offering Health Science Education or related public safety pathways, based on program availability and student interest.
Community/ Stakeholder Engagement	This Agreement reflects a collaborative partnership between SBBC and the City of Fort Lauderdale, providing students with direct access to municipal fire and rescue professionals and strengthening connections between education and local government workforce needs.
End-User Input	Health Science instructors and students are the primary end users. Educators integrate program components into instruction, while students benefit from exposure to real-world career pathways and industry practices in firefighting and emergency services.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Original Agreement
Exhibit C: First Amendment

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	June 22, 2026
Previous Bid # (Ex: 10-004R):	FY24-119	**Buyer/PA:**	DAISY C HERNANDEZ
New Bid Award Total:	$0	**Bid Title:**	Fire Academy Education Program (City of Fort Lauderdale)
Previous Award Total:	$0		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	10/23/2023	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	7/31/2026	**# of Months Into Bid:**	32

SPEND REPORTING	
Purchase Order(s) Spend:	$0
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$0**
Average Monthly Expenditure:	$0
Unused Authorized Spending:	**$0**
Est. Forecasted Spend (For Entire Bid Term):	**$0**

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
	PO VENDOR SPEND:	$ -
	P-CARD SPEND:	$ -
	TOTAL SPEND:	$ -

NOTES (Type Below):
There is No Financial Impact to the District through this First Amendment.

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	See Notes Above	**Name** (First & Last)	Maria Formoso
Fund		**Title**	Director
Functional Area		**Department/School Name**	Career Tech. & Adult/Community Edu.
Commitment Item		**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Mary C. Coker, Director
7720 West Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
mary.coker@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Peter B. Licata
Superintendent of Schools

October 23, 2023

Fire Chief
The City of Fort Lauderdale, Florida Fire Rescue
528 Northwest 2nd Street
Fort Lauderdale, Florida 33311

RE: FY24-119 - Fire Academy Education Program - City of Fort Lauderdale

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and The City of Fort Lauderdale, Florida. This is the result of the School Board's approval on October 17, 2023, for Item O-3. Full details are outlined in the Agreement.

Sincerely,

Mary Catherine Coker, Director
Procurement & Warehousing Services

MCC: bm
Attachment(s)

cc: Thais Souza, Purchasing Agent III
Maria Formoso, Director, Carrer, Technical, Adult & Community Education
Annmarie Richards, Coordinator, Economic Development & Diversity Compliance

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2023-10-17	Regular School Board Meeting
CATEGORY:	O. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	O-3.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

FY24-119 - Fire Academy Education Program - City of Fort Lauderdale

REQUESTED ACTION:

Approve the Agreement; Contract Term: October 17, 2023 through July 31, 2026, with an option for two additional one-year renewal periods; Award Amount: None; Awarded Vendor: The City of Fort Lauderdale, Florida; Small/Minority/Women Business Enterprise Vendor(s): None; District-3.

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

Executive Summary
Agreement
Vendor Exemption Form

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

College and Career Readiness/Acceleration **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2611
Name:	Dr. Howard Hepburn	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Finance & Operations

Signature

Judith M. Marte, Deputy Superintendent, Finance & Operations

Electronic Signature
Form $4189 Revised 7/23
PBL/VSW

Approved in Open Board Meeting On: October 17, 2023

By: Lori Wadell
School Board Chair

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

THE CITY OF FORT LAUDERDALE, FLORIDA
(hereinafter referred to as "City")
whose principal place of business is
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

WHEREAS, SBBC is conducting educational programs through Health Science Education for the purpose of providing skilled workers for the health service industry in the fields of firefighting and rescue; and

WHEREAS, the City has the clinical facilities necessary to assist in provision of the said educational programs and desires to participate in the education programs for the benefit of the entire community.

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

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** The term of this Agreement commences on the date of last signature below ("Effective Date") and concludes on July 31, 2026, unless terminated earlier pursuant to Section 3.05 of this Agreement. The term of this Agreement may, by mutual agreement between SBBC and City, be extended for two (2) additional one-year periods.

2.02 **Program Purpose.** The education of SBBC students is the primary purpose of the Fire Fighter Academy (the "Program"). The Program prepares students to provide initial care to sick or injured persons taught by certified first responder personnel.

2.03 **Instruction and Curriculum.** SBBC shall be responsible, as its sole expense, for the provision of classroom instruction, the selection of students, the establishment of curriculum, maintenance of records, evaluation of programs, and all educational experiences through the employment of certified instructors through compliance with the guidelines established by the Florida Department of Education and within SBBC Policies and Procedures. All faculty provided by SBBC shall be duly licensed, certified, or otherwise qualified to participate in the program. Neither SBBC or any participating student or faculty member shall interfere with or adversely affect the City's operations or the City's provision of health care services. The City is responsible for the practical and/or clinical experience of the students enrolled in the Program.

2.04 **No Compensation.** Each party shall perform the duties and responsibilities specified in this Agreement without compensation. Participating students shall be treated by the City as trainees and shall have no expectation of receiving compensation, benefits or future employment from either party. Students and faculty shall pay for their own meals while participating in the program.

2.05 **SBBC Disclosure of Education Records.**

(a) SBBC staff will provide (Fire Instructors, "the teachers of record" for SBBC's students) with the education records listed in this section for the following purposes:

1) for providing in-class instruction and evaluation of students learning to be firefighters.

2) for enrolling students in the Ride Along program (when applicable). Requirement for Ride along is 18 years of age and currently enrolled in Firefighter secondary program.

(b) SBBC will provide City's Fire Instructors with the following education records via SBBC's Pinnacle database. Access must be limited to information pertaining to the students served.

1) student first and last name
2) student identification number
3) student grade level
4) student date of birth
5) student gender
6) student home address
7) student home phone number
8) student email address
9) parent/guardian name
10) parent/guardian email address

(c) SBBC will provide the City's Fire Instructors with the following education records, via secured email and/or hard copy:

1) Release and Waiver Agreement, including student's first and last name (See **Exhibit A**)

2) City's Confidentiality Statement, including student's first and last name (See **Exhibit B**)

3) City's Request for Permission to Ride/ Hold-Harmless Agreement, including student's first and last name, if applicable (See **Exhibit C**)

(d) All forms and attachments **(Exhibits A, B, and C)** included in this agreement will be given directly to the City.

(e) SBBC will obtain written consent from each student's parent/guardian or student age 18 years or older prior to disclosing the education records listed in this section, or for the City's access to Pinnacle. **NOTE:** In addition, SBBC obtains written parent/guardian consent (or consent from students age 18 or older) for students to participate in the City's Fire fighter Ride Along program.

(f) The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in the City's privacy policies, if any.

2.06 **City Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, City shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical, and technological safety standards to ensure that adequate controls are in place to

protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third-party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including its Privacy Officer and Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) purge education records from any media once the media is no longer in use or is to be disposed.

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) City shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by

or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.07 **Data Center Control Standards.** The Statement on Standards for Attestation Engagements ("SSAE") 16 or SSAE 18 is a set of auditing standards and guidance on using the standards, published by the Auditing Standards Board ("ASB") of the American Institute of Certified Public Accountants ("AICPA"), for redefining and updating how service companies report on compliance controls.

An SSAE 16 or SSAE 18 compliance assessment must be completed and an SSAE 16 or SSAE 18 compliance assessment report(s) must be issued before the commencement of services for each data center to be utilized and/or hosted by the City or by one of the City's subcontractors in the performance of this Agreement. A copy of each SSAE 16 or SSAE 18 compliance assessment report(s) shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by the City or by any of the City's subcontractors. Each data center utilized and/or hosted by City or one of the City's subcontractors in the performance of this Agreement shall have and maintain a current SSAE 16 or SSAE 18 certification.

Each data center utilized and/or hosted by the City or by one of the City's subcontractors in the performance of this Agreement thereafter must, at minimum, annually complete an SSAE 16 or SSAE 18 compliance assessment and maintain SSAE 16 or SSAE 18 certification. The resulting annual SSAE 16 or SSAE 18 compliance assessment report(s) shall be provided by the City to SBBC throughout the term of the agreement and within ten (10) calendar days after its/their receipt by the City or the City's subcontractors. Along with the two types of audits, the copies of the SSAE 16 or SSAE 18 compliance assessment reports provided to SBBC shall include any completed Service Organization Control ("SOC") reports including (a) SOC 1 reports containing internal controls over financial reporting; (b) SOC 2 reports covering security, processing integrity, privacy controls, confidentiality and availability; and/or (c) the final SOC 3 report. SBBC is unable to execute a nondisclosure agreement ("NDA") for its receipt of any such reports. However, any information or documents provided to SBBC by the City or any of its subcontractors that is clearly labeled as "Confidential and Exempt from Public Inspection as a Trade Secret pursuant to Section 812.081(1)(f), Florida Statutes" will only be viewed by such SBBC personnel as is necessary and will not be made available for public inspection or copying pursuant to Chapter 119, Florida Statutes, and with Section 24(a), Article I of the Florida Constitution.

2.08 **Telephone Consultation.** SBBC shall provide faculty or school administration for consultation with the City by telephone at any given time during which students are on the City's premises without supervision by an instructor.

2.09 **Course Materials.** Upon request, SBBC shall provide the City copies of current course outlines, course objectives, curriculum, and philosophy and a list of faculty and their qualifications.

2.10 **Educational Experience.** SBBC faculty shall be responsible for maintaining cooperative relationships with City staff. The Firefighting educational experience to be provided to students shall be specified in writing and shall be based upon the needs of the student to satisfy the objectives of the Program. The City shall provide opportunities for participating students to observe and assist in various aspects of fire service training. SBBC must obtain written consent of the parent or student age eighteen (18) years prior to disclosing student educational plan information to the City. Participating students and faculty will be required by the City to execute a Release and Waiver Agreement, which is attached hereto as **Exhibit A.** The student must execute a Hold Harmless Agreement complying with the form attached hereto as **Exhibit C**, and herein incorporated by reference. The City reserves the right to deny acceptance or terminate continued participation in the Program to any student(s) that refuses to execute a Hold Harmless Agreement.

2.11 **Approval Accrediation Status.** Through its administrators and faculty, SBBC shall maintain approval/accreditation status for those programs specified in **Exhibit D,** which is attached hereto and incorporated herein by reference.

2.12 **Supervision of Educational Experiences**. Students participating in the SBBC Health Science Programs, including Firefighting 1-3, for clinical education experiences directly related to patient care shall be supervised by City personnel employed or contracted by City.

2.13 **Faculty Orientation**. The City shall provide an orientation for SBBC faculty prior to the commencement of the students' clinical educational experiences, if requested by SBBC faculty.

2.14 **Student Evaluation.** SBBC shall be responsible for guidance, direction and supervision of students participating in the Program. The City shall be responsible at all times for instruction for the fire academy program. Upon the request of SBBC, the City shall assist in the evaluation of student performance. Fire Instructors from the City are the "teacher of record" for SBBC students they instruct pursuant to this agreement. SBBC shall provide fire rescue instructors from the City with access to the Pinnacle database, which contains the following types of personally identifiable student information: student name, student identification number, grade level, birth date, gender, home address, home phone number, student email address, parent/guardian name and parent/guardian email address. Pursuant to the Family Educational Rights and Privacy Act (FERPA), the fire rescue instructor shall only access information pertaining to those students in his/her class, and such access shall be limited to the purpose of student evaluation and related matters (for example, contacting student's parent/guardian to discuss the evaluation). The information may not be used or re-disclosed for any other purpose. SBBC must obtain written consent of the parent or student age eighteen (18) years of age prior to disclosing student evaluation information to the City.

2.15 **Patient Confidentiality.** SBBC and its participating students and faculty shall keep strictly confidential and hold in trust all confidential information of City and/or its patients and shall not disclose or reveal any confidential information to any third party without- the express prior written consent of the City. Participating students and faculty will be required by SBBC to execute a Confidentiality Statement substantially complying with the form attached hereto as **Exhibit B**, and herein incorporated by reference. SBBC and its participating students and faculty shall comply with any applicable state or federal laws or regulations concerning patient confidentiality or protected health information. SBBC students and faculty shall receive orientation and training on City's privacy policies and procedures prior to beginning the educational programs, pursuant to this Agreement. Unauthorized disclosure of confidential information, patient information or protected health information shall be a material breach of this Agreement and shall constitute cause for the immediate termination of this Agreement. SBBC shall immediately notify the City of any unauthorized disclosure of confidential information, patient information or protected health information that comes to its knowledge. SBBC will not enter into any contracts with third persons to whom confidential information, patient information or protected health information would be provided without the express written consent of the

City and the imposition upon such third persons of the same duty to safeguard said information. SBBC's records relating to the use and disclosure of said information shall be available to inspection upon reasonable notice to the City or any federal or state authority entitled to access to such information. The provisions of this section shall survive the expiration or termination of this Agreement.

2.16 **Number of Assigned Students.** SBBC and the City agree that the determination of the number of students to be assigned to the City shall be at the discretion of the City, based on a variety of factors including, but not limited to, staff, space availability and the number of students enrolled in the program.

2.17 **Program Uniforms.** SBBC shall require students participating in the educational program to wear the uniform of the program and approved nametag while on the City's premises.

2.18 **Students Are Not City Employees.** SBBC, its faculty and its students shall in no event become or be deemed to be employees, servants, agents, or volunteers of the City. Students shall be considered employees, servants, agents or volunteers of SBBC.

2.19 **Discontinued Student Placement.** SBBC reserves the right to refuse or discontinue the placement of students if the City does not meet the professional educational requirements and standards of SBBC. The City reserves the right to discontinue the availability of its facilities and services to any student who does not continuously meet professional or other requirements, qualifications and standards of the City as determined by the City, following collaboration with SBBC personnel. The City reserves the right to immediately remove from its premises and to prohibit from future participation any student who behaves unprofessionally or poses an immediate threat or danger to patients or personnel or to the quality of medical services. However, the parties agree that only SBBC can dismiss a student from program participation.

2.20 **Personal Property**. The City shall not be responsible for the personal property belonging to SBBC faculty or students participating in the Program.

2.21 **Participant's Medical Care**. SBBC and/or the students participating in the Program shall be responsible for arranging for the student's medical care and/or treatment, if necessary, including transportation in the event of illness or injury while participating in the Program provided at the City's premises. In no event shall the City by financially or otherwise responsible for said medical care and treatment.

2.22 **Emergency Health Care Services**. The City shall provide immediate emergency health care services to faculty and students participating in the Program in the event of accidental injury or illness while on the City's premises. At the time of providing such services, the City and emergency health care facility shall accept assignment of the affected individual's personal or Broward County Schools Student Basic Accident insurance policy. Neither City nor SBBC will be responsible for costs involved in the provision of such services, the follow-up care, or hospitalization.

2.23 **City Accreditation/Licensure**. Upon request, the City shall provide proof of its accreditation/licensure status to SBBC.

2.24 **Inspection of City's Records by SBBC**. City shall establish and maintain books, records and documents (including electronic storage media) related to this Agreement. All of City's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to City's Records from the effective date of this Agreement, for the duration of the term of the Agreement, and five (5) years after the termination of this Agreement. SBBC's agent or its authorized representative shall provide City with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction. SBBC's agent or its authorized representative shall have access to the City's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. City shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.25 **City Insurance**. The City maintains a self-insurance fund for the benefits of its employees, servants and agents. Nothing contained within this Agreement shall constitute a waiver of sovereign immunity by the City if the City possesses sovereign immunity.

2.26 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed

by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director The School Board of Broward County, Florida 1701 NW 23rd Avenue Fort Lauderdale, Florida 33311
To City:	Fire Chief The City of Fort Lauderdale, Florida Fire Rescue 528 NW 2nd Street Fort Lauderdale, Florida 33311
With a Copy to:	Chief EMS The City of Fort Lauderdale, Florida Fire Rescue 528 NW 2nd Street Fort Lauderdale, Florida 33311
To City Attorney:	City Attorney The City of Fort Lauderdale, Florida 100 N Andrews Avenue Fort Lauderfale, Florida 33301
To City Manager:	City Manager 100 N. Andrews Avenue Fort Lauderdale, Florida 33301

2.27 **Criminal Background Check and Drug Screening.** All health science, emergency medicine, firefighting and criminal justice education students, as well as the practical nursing students who participate in a clinical experience at a hospital, nursing home or other clinical facility, must take and successfully pass a criminal background check and a ten-panel drug screening test. In accordance with the reemployment regulations and guidelines of the hospital, nursing home, clinical facility, or rescue station students may be denied program entrance. The results of the criminal background check and drug screening tests will be discussed with the student and his/her parent or guardian, if required.

2.28 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. City shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, City shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a

cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. City shall 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 the Agreement's term and following completion of the Agreement if City does not transfer the public records to SBBC. Upon completion of the Agreement, City shall transfer, at no cost, to SBBC all public records in possession of City or keep and maintain public records required by SBBC to perform the services required under the Agreement. If City transfers all public records to SBBC upon completion of the Agreement, City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If City keeps and maintains public records upon completion of the Agreement, City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.29 **Indemnification**. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.30 **Professional Liability Insurance Coverage**. SBBC shall provide the City proof of professional liability insurance coverage with a minimum of $1,000,000/$3,000,000 for each student and faculty member. Students shall be required to be covered by their own health or accident insurance.

2.31 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.32 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such

termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.33 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.34 **Incorporation by Reference**. **Exhibits A, B, C, and D** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

2.35 **Hold Harmless**. SBBC agrees to advise all faculty and students that the City requires each student to sign the Hold Harmless Agreement before participating in the Program. SBBC shall ensure that its faculty and students execute the Hold Harmless Agreement attached hereto as **Exhibit C** to this Agreement. SBBC shall provide all executed faculty and student Hold Harmless Agreements to the City prior to any faculty and/or student participation pursuant to this Agreement.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the

matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the Effective Date.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Lori Alhadeff, Chair

ATTEST:

Date: 10/17/23

_____
Dr. Peter B. Licata
Superintendent of Schools

Approved as to Form and Legal Content:

Maya Moore

Digitally signed by Maya Moore
Reason: City of Fort Lauderdale Fire Academy
Date: 2023.09.20 15:24:57 -04'00'

_____
Office of the General Counsel

FOR CITY:

CITY OF FORT LAUDERDALE, a Florida municipal corporation of the State of Florida

ATTEST:

By: _____
Dean J. Trantalis, Mayor

_____
David R. Soloman, City Clerk

(CORPORATE SEAL)

By: _____
Greg Chavarria, City Manager

Approved as to form:
D'Wayne M. Spence, Interim City Attorney

By: _____
Rhonda Montoya Hasan, Assistant City Attorney

EXHIBIT A

RELEASE AND WAIVER

I,_____, in consideration for being allowed to enroll and participate in the School Board of Broward County's Emergency Medical Responder, Introduction to Firefighting, and/or Criminal Justice Operations educational program(s), hereby agree to sign this Release and Waiver.

Accordingly, I agree to unconditionally release, waive, and discharge the City of Fort Lauderdale, Florida, its Commission members, employees, agents, and servants, all hereafter referred to as "releasees", from all claims and courses of action, that I, my personal representatives, assigns, heirs, and next of kin, may have for any loss, damage, or injury to person or property, whether caused by the negligence, or otherwise of the releasees. In addition, I agree to release against all claims, demands, and actions arising out of either my own actions or involvement with the City of Fort Lauderdale, Florida, and/or the above listed educational programs.

I certify and warrant that I am in good health and physical condition and is able to participate in the above activity.

I HAVE CAREFULLY READ THE FOREGOING RELEASE AND WAIVER AND KNOW THE CONTENTS THEREOF AND HAVE SIGNED THIS RELEASE AND WAIVER AS MY OWN FREE ACT.

I expressly agree that this Release and Waiver is intended to be as broad and as inclusive as permitted by the laws of the State of Florida, and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding, continue in full force and effect.

In Witness Whereof, I have executed this Release and Waiver on _____, 20___.

By:_____ (Signature of Parent/Guardian)

By:_____ (Printed Name of Parent/Guardian)

I have asked the Participant if he/she understood what is being signed.

WITNESS: _____
(Signature of Witness)

_____
(Printed Name of Witness)

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under the Agreement between The School Board of Broward County, Florida ("SBBC") and the City of Fort Lauderdale, Florida ("City"), to keep confidential any information regarding City patients, as well as all confidential information of City. This includes all Protected Health Information (PHI). PHI is information which relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual. PHI may be in oral (verbal), written, electronic (i.e. computer transmission, faxes) or any other form or medium. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of City, except as required by law or as authorized by City. The undersigned agrees to comply with any patient information privacy policies and procedures of School and City. The undersigned further acknowledges that he or she has viewed a videotape regarding City's patient information privacy practices in its entirety and has had an opportunity to ask questions regarding City's and School's privacy policies and procedures and privacy practices. The undersigned acknowledges its responsibility as required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and agrees to comply with all of the requirements as contained in HIPAA.

Dated this_____day of_____, 20_____.

PROGRAM PARTICIPANT/FACULTY:

_____

SIGNATURE

_____

PRINT NAME

_____

WITNESS

EXHIBIT C

REQUEST FOR PERMISSION TO RIDE AS AN OBSERVER AND HOLD-HARMLESS AGREEMENT

The undersigned being over the age of eighteen, does hereby request the Fort Lauderdale Fire-Rescue Department for permission to ride solely as an observer in an authorized Fort Lauderdale Fire-Rescue Department motor vehicle. This observation is for the purpose of educational benefit. If permission is granted, I hereby agree at all times to obey all instructions, orders and directives given me by the officer or officers in command whether it be in or at the fire station, on any fire department vehicle or at any incident scene. I fully realize and appreciate the basic nature of fire department work and the possibility that situations will arise which might result in exposure to danger or physical harm or injury, including, but not limited to, motor vehicle accidents. I nevertheless freely and voluntarily accept these risks. I further agree to keep confidential anything which I may observe when requested to do so by members of the Fort Lauderdale Fire-Rescue Department. Additionally, I understand that I cannot take any photographs, video or other imaging (analog or digital) without the express written consent of the Fire Chief or their designee. I further understand and agree that any medically related patient information shall not be disseminated in any form under penalty of law (HIPAA). Finally, I understand that the privilege of riding as an observer may be terminated at any time without notice by the Fort Lauderdale Fire-Rescue Department.

WHEREFORE, in consideration of the educational benefit to be received and the granting of the above request, I hereby agree to hold the City of Fort Lauderdale, its Commission, Fort Lauderdale Fire-Rescue Department and its Fire Chief, City of Fort Lauderdale employees, agents and servants harmless from any and all liability to me for bodily injury or property damage whether proximate or remote, sustained during the period of time I may be in the capacity of an observer as aforesaid.

_____ (Print Name)	_____ (Home Address)	_____ (Telephone Number)
_____ (Signature)	_____ (City)	_____ (State, Zip)
_____ (Age)	_____ (Date of Birth)	_____ (Occupation)
_____ (Fire Department Witness - Print)	_____ (Witness - Signature)	_____ (Rank)

Approved: _____ For _____
(Deputy Fire Chief – Print & Signature) (Date and Time Period)

Unit Assigned: _____

EXHIBIT D

The School Board of Broward County, Florida through Health Science Education, Law and Public Safety Education, is conducting the following educational programs for the purpose of providing skilled workers for the Health Service Industry:

EMERGENCY MEDICAL RESPONDER – Fort Lauderdale High School	INTRODUCTION TO FIREFIGHTING – Emergency Medical Technician
CRIMINAL JUSTICE OPERATIONS	

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CITY OF FORT LAUDERDALE, FLORIDA
(hereinafter referred to as "City"),
a Florida municipality
having its principal place of business at
101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, Florida 33301

RECITALS

A. **WHEREAS**, SBBC and City entered into an Agreement that commenced on October 17, 2023, and expires on July 31, 2026, regarding FY24-119; Fire Academy Education Program- City of Ft. Lauderdale ("Agreement"); and; and

B. **WHEREAS,** SBBC is conducting educational programs through Health Science Education for the purpose of providing skilled workers for the health service industry in the fields of firefighting and rescue; and

C. **WHEREAS,** the Agreement permits two (2) additional one (1) year extension periods; and

D. **WHEREAS,** SBBC and City wish to exercise the first of the two (2) options to extend the Agreement term for a period of one (1) year from August 1, 2026, through July 31, 2027, and amend certain provisions of the Agreement through this First Amendment to Agreement ("First Amendment").

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

1. **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement.** Pursuant to Section 2.01 of the Agreement is hereby extended from August 1, 2026 ("Effective Date") through July 31, 2027, unless terminated earlier pursuant to section 3.05 of the Agreement.

3. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

(a) The following provisions – sections 2.05 (b) and (e) and 2.06 - **replace** the respective provisions in the Agreement, by interlineation, as follows:

2.05 SBBC Disclosure of Education Records

(b) SBBC will provide City's Fire Instructors with the following education records via SBBC's FOCUS database. Access must be limited to information pertaining to the students served.

1) Student first and last name
2) Student identification number
3) Student grade level
4) Student date of birth
5) Student gender
6) Student home address
7) Student home phone number
8) Student email address
9) Parent/guardian name
10) Parent/guardian email address

(e) SBBC will obtain written consent from each student's parent/guardian or student age 18 years or older prior to disclosing the education records listed in this section, or for the City's access to FOCUS. NOTE: In addition, SBBC obtains written parent/guardian consent (or consent from students age 18 or older) for students to participate in the City's Fire fighter Ride Along program.

2.06 City's Safeguarding the Confidentiality of Education Records.

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, City shall:

1) Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2) Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

3) Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

4) Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, City shall:

1) Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2) Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

3) Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

4) Fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner; and

5) Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

6) Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

7) Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

8) Purge education records from any media once the media is no longer in use or is to be disposed; and

9) Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

(c) Liability. City shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

(d) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

4. Cost. This is a no cost agreement.

5. **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

(a) this First Amendment to Agreement; then
(b) the Agreement.

6. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

7. **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Nicole Vele GrayRobinson, P.A. as Cadre Counsel for
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CITY:

ATTEST

David R. Soloman, City Clerk

(City Seal)

CITY OF FORT LAUDERDALE, a Florida municipality

By: _____
Dean J. Trantalis, Mayor

Date: 7/6/24

By: _____
Rickelle Williams, City Manager

Approved as to form and correctness:

_____
Eric W. Abend
Senior Assistant City Attorney

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	S. Schools (Learning Communities)
DEPARTMENT:	Central Regional Superintendent

Agenda Item Number:	S-1.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Renaming of Plantation High School

REQUESTED ACTION:

Approve the renaming of Plantation High School to "Plantation High School 6-12". District 5

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Supporting Documents

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Angela Fulton	Phone:	754-321-2100
Name:	Dr. Ted Toomer	Phone:	754-321-3006

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Angela R. Fulton, Deputy Superintendent

Signature

Dr. Angela R. Fulton, Deputy Superintendent Jul 14, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Renaming of Plantation High School

Board Meeting Date: July 28, 2026

Requested Action: Approve the renaming of Plantation High School to "Plantation High School 6-12".

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District 5	
School Board Policy Requirement	• School Board Policy 1401 – Naming/Renaming of School Board-Owned Facilities
Statutory Requirement	• N/A
If the School Board votes "Yes"	• Plantation High School will be renamed "Plantation 6-12" to reflect the approved merger of Plantation Middle School with Plantation High School and the school's expanded grade configuration. The name change will align the school's official name with its grade structure and will not affect the school's governance, accreditation, funding, or educational offerings.
If the School Board votes "No"	• The school's name will remain Plantation High School. The approved merger and expanded grade configuration may proceed; however, the school's official name would not reflect the full 6-12 grade configuration.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• N/A The measurable outcome is the successful implementation of the school's name change from Plantation High School to "Plantation 6-12" across applicable District records, communications, signage, and public-facing materials. The return on investment is improved clarity and consistency for students, families, staff, and the community regarding the school's grade configuration. The proposed name change does not affect governance, accreditation, funding, or educational offerings.

Background/History

As part of the District's Redefining Our Schools process, the merger of Plantation Middle School with Plantation High School was reviewed and approved to support the District's ongoing efforts to align school configurations with student, family, and community needs. As a result of this approved merger, Plantation High School will serve an expanded grade configuration that includes grades 6 through 12.

To accurately reflect this expanded grade structure, the Central Regional Superintendent has requested approval to rename Plantation High School to "Plantation 6-12." The proposed name change is intended to provide clarity for students, families, staff, and the broader community by ensuring the school's official name aligns with the grades it will serve.

This recommendation is limited to the school's name and grade configuration and does not affect the school's governance, accreditation, funding, or educational offerings. The District will continue to provide high-quality academic programs, support services, and opportunities that foster student success, while maintaining its commitment to serving the students and families of the Plantation school community.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method

This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Agreement Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	**Piggyback Agreement** (Yes/No): **Acquisition Method**:

Table B: Financial Impact, Funding Source, and Budget Authority

This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

There is no immediate financial impact associated with approval of this item. Any future financial impact will be dependent on the District's official branding and implementation of the name change, including but not limited to updates to signage, school and District websites, letterhead, printed materials, student and family communications, uniforms, facility branding, records systems, and other public-facing materials where the school's name is used. Any such costs would be addressed through the appropriate departmental or school-based budget processes, as applicable.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
N/A		

Budget Authority Request(s)

This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	The proposed name change will impact Plantation High School by aligning the school's official name with its expanded 6-12 grade configuration. This change will help students, families, staff, and community members clearly understand the school's structure following the approved merger. The renaming does not change the school's governance, accreditation, funding, or educational offerings and does not diminish the District's commitment to academic programs, support services, and student success.
School Selection /Prioritization	Plantation High School
Community/ Stakeholder Engagement	Community and stakeholder feedback was received and considered as part of the District's Redefining Our Schools process, which included the review and approval of the merger of Plantation Middle School with Plantation High School. The proposed name change to "Plantation 6-12" reflects that process and provides a clear, accurate name for the school's expanded grade configuration. Feedback received through the Redefining Our Schools process helped

	inform the District's planning and implementation considerations, including the need for clear communication with students, families, staff, and the broader school community.
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:
Central Regional Superintendent's Memo

Established 1915
BROWARD County Public Schools

DR. TED D. TOOMER, CENTRAL REGIONAL SUPERINTENDENT, TEACHING & LEARNING
OFFICE OF THE CENTRAL REGIONAL SUPERINTENDENT

PHONE: 754-321-3000 **FAX:** 754-321-3049 **EMAIL:** ted. toomer@browardschools.com

July 13, 2026

TO: Dr. Howard Hepburn
Superintendent of Schools

VIA: Dr. Angela R. Fulton
Deputy Superintendent

FROM: Dr. Ted Toomer, Central Regional Superintendent
Office of the Central Regional Superintendent

SUBJECT: CONSIDERATION FOR RENAMING PLANTATION HIGH SCHOOL, "PLANTATION HIGH SCHOOL 6-12"

As part of the Redefining Our Schools process, and the approved merger of Plantation Middle School with Plantation High School. We are requesting permission to rename Plantation High School to Plantation High School 6–12.

We believe the proposed name change better reflects the school's expanded grade configuration and does not affect the school's governance, accreditation, funding, or educational offerings.

Our commitment to providing a high-quality education for all students remains steadfast. We will continue to offer exceptional academic programs, support services, and opportunities that foster student success. This recommendation represents a change in the school's name and grade structure only; our dedication to excellence and serving our students and families remains unchanged.

TDT:smr

c: Dr. Angela R. Fulton, Deputy Superintendent
Haleh Darbar, Director, Teaching & Learning, Central Regional Office
Casandra Robinson, Principal, Plantation High School

Established 1915
BROWARD
County Public Schools

Plantation High School
Casandra D. Robinson, Principal
6901 NW 16th Street
Plantation, Florida 33313
phone: 754-322-1850 • fax: 754-322-1980
casandra.robinson@browardschools.com
www.browardschools.com/plantationhigh

The School Board of Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarty Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

July 13, 2026

To: Dr. Ted Toomer, Central Regional Superintendent

From: Casandra D. Robinson, Principal
Plantation High School

Re: Renaming of School

Please be advised that during the Special Call Meeting by SAC, the committee decided, after a lengthy conversation from the stakeholders, not to accept nominations for a school name change, and will default to Plantation 6-12 as the official school's name.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	AA. Academics
DEPARTMENT:	Secondary Learning

Agenda Item Number:	AA-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Broward County Public Schools 2026-2027 Comprehensive Evidence-Based Reading Plan

REQUESTED ACTION:

Approve the Broward County Public Schools (BCPS) 2026-2027 Comprehensive Evidence-Based Reading Plan. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

Executive Summary
Broward County Public School…

FINANCIAL IMPACT:

Anticipated amount of funding the district will receive: $10,000,000.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 1: Early Literacy Proficiency **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Angela Fulton	Phone:	754-321-2100
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Fabian Cone, Chief Academic Officer

Signature

Dr. Fabian Cone, Chief Academic Officer

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Angela Fulton
Title: Deputy Superintendent
Phone:754-321-2100

EXECUTIVE SUMMARY

Broward County Public Schools
2026-2027 Comprehensive Evidence-Based Reading Plan

Board Meeting Date: July 28, 2026

Requested Action: Approve the Broward County Public Schools (BCPS) 2026-2027 Comprehensive Evidence-Based Reading Plan.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• N/A
Statutory Requirement	• Under Florida Statue (Section 1003.4201) and State Board of Education Rule 6A-6.053, each school district must develop and submit to their local school board for approval.
If the School Board votes "Yes"	• BCPS will be able to submit the 2026-2207 Reding Plan to the Florida Department of education (FLDOE) and receive the annual Reading Allocation Funds. These funds are used to pay for Literacy Coaches at all elementary schools, approved ELA instructional materials for schools and Third Grade Summer Reading Academy.
If the School Board votes "No"	• BCPS will not be in compliance with state statute and will not receive the Reading Allocation dollars that are used to pay for Literacy Coaches at all elementary schools, approved ELA instructional materials for schools and Third Grade Summer Reading Academy.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 1- Early Literacy
Measurable Outcome(s)/Return on Investment	• 2025-2026 Goal: The percentage of students in grade 3 who demonstrate grade level performance or above on the Florida Assessment of Student Thinking (FAST) ELA PM3 will increase from 61% on June 2025 ELA assessment to 64% by June 2026. This goal was met as 64% of 3rd grade

	students scored at or above grade-level performance on the 2026 FAST ELA PM3. • 2026-2027 Goal: The percentage of students in grade 3 who demonstrate grade level performance will increase from 64% on the 2026 FAST ELA PM3 to 67% on the 2027 FAST ELA PM3.

Background/History

Every district is required to submit its School Board approved Reading Plan to the FLDOE annually.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	**Piggyback Agreement** (Yes/No): N/A **Acquisition Method**: N/A

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. Anticipated amount of funding the district will receive is $10,000,000. These funds are used to pay for Literacy Coaches at elementary schools, approved ELA instructional materials for schools and Third Grade Summer Reading Academy.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
N/A	N/A	N/A

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
FY27	N/A	General Funds (Reading Allocation)	$9,000,000 Positive financial impact to the District	Y

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	The Comprehensive Evidence-Based Reading Plan provides guidance for all schools regarding the implementation of English Language Arts instruction that is aligned to the Science of Reading and ensures the implementation of evidence-based practices.
School Selection /Prioritization	District Wide
Community/ Stakeholder Engagement	N/A
End-User Input	The CERP is written based on feedback from the District Root Cause Analysis and Reflection committee who evaluates our implementation of literacy practices. The committee includes teachers, coaches, school-based administrators and district administrators from various departments such as ESE and ESOL.

Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:
Exhibit A: 2026-2027 Comprehensive Evidence-Based Reading Plan

Broward County Public Schools (BCPS)
2026-2027
Comprehensive Evidence-Based Reading Plan (CERP)

Annually, school districts must develop a Comprehensive Evidence-Based Reading Plan (CERP) that outlines the components of the district's comprehensive system of reading instruction. In order to assist districts, the Florida Department of Education (FLDOE) has developed the format below for district reading plans. Districts may utilize the Department's format or an alternative developed by the district. The CERP must be approved by the governing board or authority prior to being submitted to the Department by Saturday, August 1, 2026, for approval. A charter school that elects to develop its own CERP must submit its CERP, approved by the governing board or authority, to the sponsoring district by Wednesday, July 15, 2026, and meet the requirements of sections (ss.) 1002.33(7)(a)2.a. and 1003.4201, Florida Statutes (F.S.).

The District CERP depicts and details the role of administration (both district and school level), professional learning (PL), assessment, curriculum, and instruction in the improvement of student learning of the Benchmarks for Excellent Student Thinking (B.E.S.T.) English Language Arts (ELA) Standards as provided in Rule 6A-1.09401, Florida Administrative Code (F.A.C.), Student Performance Standards. This information is reflected for all schools and grade levels and must be shared with all stakeholders, including school administrators, literacy leadership teams, literacy coaches, classroom instructors, support staff, and parents.

1) Contact Information

The Main District Reading Contact will be the Department's contact for the District CERP and is responsible for the plan and its implementation. Other contacts are those who work primarily with an area covered within the plan. Indicate the contacts for your district. **Add additional rows as needed.**

Point of Contact	Name	Email	Phone
Main Reading Contact	Dr. Fabian Cone	fabian.cone@browardschools.com	754-321-1898
2nd Contact for K-5 CERP	Diane Raude	diane.raude@browardschools.com	754-321-1898
2nd Contact for 6-12 CERP	Marie Garrido	marie.garrido@browardschools.com	754-321-2123
Assessment	Richard Baum	richard.baum@browardschools.com	754-321-2510
Data Element	Emily Coppa	emily.coppa@browardschools.com	754-321-0329
Third Grade Promotion	Melissa Holtz	melissa.holtz@browardschools.com	754-321-1852
Multi-Tiered System of Supports (elementary)	Farrah Kellingbeck	farrah.kellingbeck@browardschools.com	754-321-1843
Multi-Tiered System of Supports (secondary)	Tanya Monroe	tanya.monroe@browardschools.com	754-321-2174

2) District Expenditures

Comprehensive System of Reading Instruction Expenditures (Rule 6A-6.053(9)(b)3.b., F.A.C.)
The reading funding included in the Florida Education Finance Program (FEFP) base funding is intended to provide comprehensive reading instruction to students in prekindergarten (PreK) through grade 12. Districts will include salaries and benefits, professional learning, assessment, programs/materials, tutoring and incentives required to effectively implement the district's plan. The expenditures must prioritize Voluntary Prekindergarten (VPK) students who have a substantial deficiency in early literacy skills and K-3 students who have a substantial reading deficiency or characteristics of dyslexia.

Charter schools must utilize their proportionate share in accordance with ss. 1002.33(7)(a)2.a., 1003.4201 and 1008.25(3)(a), F.S. *Note: All intensive reading interventions specified by the charter must be delivered by a teacher who has a literacy micro-credential or is certified or endorsed in reading.*

Comprehensive System of Reading Instruction Expenditures	Amount	FTE (where applicable)
Elementary Expenses		
Literacy coaches	**$8,954,408**	
Intervention teachers		
Scientifically researched and evidence-based supplemental instructional materials		
Third-grade summer reading camps	**$787,449**	
Summer reading camps		
Secondary Expenses		
Literacy coaches		
Intervention teachers		
Scientifically researched and evidence-based supplemental instructional materials		
PreK-Grade 12 Expenses		
Professional learning to help K-12 instructional personnel and certified PreK teachers earn a certification, a credential, an endorsement, or an advanced degree in scientifically researched and evidence-based reading instruction		
Incentives for K-12 instructional personnel and certified PreK teachers who obtain the Reading Endorsement or Certification		
Incentives for PreK-12 instructional personnel who obtain an Emergent, Elementary, or Secondary Literacy Micro-Credential		
Additional time per day of evidence-based intensive reading instruction for extended literacy learning (before or after school, summer, etc.)		
Tutoring programs to accelerate literacy learning		
Family engagement activities		
Other – Please Describe (Add additional rows as needed.)		
District Trainer	**$103,262**	
Estimated Sum of Expenditures	**$9,845,119**	

3) Literacy Leadership – District and School

A. Measurable Student Achievement Goals (Rule 6A-6.053(9)(b)3.d., F.A.C.)
Goals for the plan year should increase from the previous year in order to meet statewide literacy achievement goals.

For VPK, establish clear and measurable student literacy achievement goals based on percentiles from the Florida Assessment of Student Thinking (FAST).

FAST				
Grade	Previous School Year – % of Students Scoring	Goal for Plan Year – % of Students Scoring	Previous School Year – % of Students Scoring	Goal for Plan Year – % of Students Scoring
	Urgent Intervention <10th percentile	**Urgent Intervention** <10th percentile	**At & Above Benchmark** 40th percentile & above	**At & Above Benchmark** 40th percentile & above
VPK	Based on the 2025-2026 Progress Monitoring (PM) 2 administration of Star Early Literacy, 55 out of 1,298 VPK students (4%) scored below the 10th percentile.	Based on the 2026-2027 PM3 administration of Star Early Literacy, 53 out of 1,420 VPK students (3.73%) will score below the 10th percentile.	Based on the 2025-2026 PM2 administration of Star Early Literacy, 992 out of 1,298 VPK students (76%) scored above the 40th percentile.	Based on the 2026-2027 PM3 administration of Star Early Literacy, 1,094 out of 1,420 VPK students (77%) will score above the 40th percentile.

1. **Describe how the district will improve literacy outcomes for VPK students based on an analysis of student performance data.**

The Early Childhood Education Department (ECE) will host professional learning targeting early literacy interventions and effective instructional strategies in VPK. These professional learning topics were identified based on low-performing areas determined from the Star Early Literacy assessment. These include oral language, letter recognition, concepts of print, vocabulary development, and phonological awareness. VPK teachers will develop Progress Monitoring Plans (PMPs) for students scoring below the 10th percentile for PM 2 or 3. VPK PMPs will target early literacy content that are "Focus Skills" that the data demonstrates that the student needs from the Instructional Planning report. This will be implemented through intensive instruction via small group lessons and activities. VPK teachers will provide parents with Star Early Literacy Parent Reports and information on the New World's Reading Initiative program. VPK teachers will also provide parents with a "Read at Home" plan to assist parents in building early literacy skills with VPK students. School-based literacy coaches will continue to work with VPK teachers to analyze student data, identify skill gaps, determine student goals, and model effective early literacy practices and interventions.

For K-10, establish clear and measurable student literacy achievement goals based on achievement levels from the FAST.

FAST				
Grade	2025-2026 School Year – % of Students Scoring	Goal for Plan Year – % of Students Scoring	2025-2026 School Year – % of Students Scoring	Goal for Plan Year – % of Students Scoring
	Level 1	Level 1	Levels 3-5	Levels 3-5
K	16%	14%	63%	65%
1	20%	18%	66%	68%
2	22%	20%	57%	59%
3	17%	15%	64%	66%
4	15%	13%	65%	67%
5	12%	10%	67%	69%
6	14%	12%	68%	70%
7	13%	11%	67%	69%
8	16%	14%	63%	65%

9	15%	13%	63%	65%
10	15%	13%	64%	66%

B. Plan Implementation and Monitoring (Rule 6A-6.053(10), F.A.C.)

Districts must monitor the implementation of the District CERP at the district and school level, including charter schools are sponsored by a district.

1. Provide an explanation of the following:

Grades K-5	District Level	School Level
Data that will be collected and the frequency of review	**Student Assessment Data:** • School-by-school program usage data of our adopted, high-quality instructional materials for Tier 1 instruction, Benchmark Advance Florida Edition **(monthly)** • School, grade, region, and subgroup data using Unit Assessments from Benchmark Advance, iReady Diagnostic assessment, and FAST **(3 times per year)** • Charter school results **Classroom Walk-through Data:** • The district Literacy Leadership Team (LLT) during the 90-minute, uninterrupted reading block for effective implementation of instruction for K-2 and 3-5 utilizing our K-12 Science of Reading (SoR) Classroom Instructional Look-For Tool **(ongoing)**	**Student Assessment Data:** • Grade, teacher, and classroom data core Tier 1 curriculum using Benchmark Advance **(monthly)** • Grade and classroom progress monitoring data of Tier 1 curriculum using Benchmark Advance, iReady, and FAST **(3 times per year)** **Classroom Walk-through Data:** • School-level Literacy Leadership Team (LLT) conducts CWTs during the reading block for effective implementation of instruction in K-2 and 3-5 using Benchmark Advance Look-Fors and K-12 SoR Classroom Instructional Look-For Tool **(ongoing)**
Actions for continuous support and improvement **(ongoing)**	• The district provides support for LLTs via a Canvas page of resources outlining how to establish a school LLT, set a vision, set goals, and take action to improve student outcomes • Literacy Coach Forums support the implementation of professional development and alignment to the science of reading (**including charter schools**) • Review student achievement data and deploy support to schools that demonstrate a need • District-level LLTs walk through/ Instructional Review data using the K-12 Instructional Look-For Tool	• School-level LLTs will create a shared literacy vision, set goals, and monitor instruction through regular data conferences • School LLTs conduct CWTs during literacy block for effective implementation of instruction in K-2 and 3-5 utilizing Benchmark Advance CWT for whole group, small group, and the K-12 SoR Classroom Instructional Look-For Tool

DRAFT

Grades 6-8	District Level	School Level
Data that will be collected and the frequency of review	• **Student Assessment Data:** FAST, MAP, Code Placement, San Diego with Considerations for English Language Learners (ELLs) **(3 times per year)** using the Place-Plan-Monitor guidance tool • **Charter school results** • **Classroom Walkthrough Data: 1-3 times per year** depending on the priority level of the school.	**Student Assessment Data:** FAST, MAP, Code Placement, San Diego with Considerations for ELLs **(3 times per year)**, classroom formative assessments **(weekly)** using the Place-Plan-Monitor guidance tool **Classroom Walkthrough Data:** Ongoing
Actions for continuous support and improvement	• **Tiered school support: *All schools*** have access to monthly literacy coach forums, district professional learning, and the ELA & Literacy Hub resources. **Focus schools** have everything above plus biweekly support from a district Instructional Specialist. **Priority schools** have everything above plus weekly district support.	All schools have a school-based literacy coach who conducts regular coaching cycles based on teacher need, Professional Learning Communities (PLCs), and/or Collaborative Planning sessions that meet regularly.
Grades 9-12	**District Level**	**School Level**
Data that will be collected and the frequency of review	• **Student Assessment Data:** FAST, Measures of Academic Progress (MAP), Code Placement, San Diego with Considerations for ELLs **(3 times per year)** using the Place-Plan-Monitor guidance tool • **Charter school results** • **Classroom Walkthrough Data:** 1-3 times per year depending on the priority level of the school.	**Student Assessment Data:** FAST, MAP, Code Placement, San Diego with Considerations **(3 times per year)**, classroom formative assessments **(weekly)** using the Place-Plan-Monitor guidance tool **Classroom Walkthrough Data:** ongoing
Actions for continuous support and improvement	• **Tiered school support: *All schools*** have access to monthly literacy coach forums, district professional learning, and the ELA & Literacy Hub resources. **Focus schools** have everything above plus biweekly support from a district Instructional Specialist. **Priority schools** have everything above plus weekly district support.	All schools have a school-based literacy coach who conducts regular coaching cycles based on teacher need, PLC, and/or Collaborative Planning sessions that meet regularly.

DRAFT

2. Describe what has been revised to improve literacy outcomes for students in the district's CERP based upon the District CERP Reflection Tool and a root-cause analysis of student performance data.

For **Literacy Leadership**, both Secondary and Elementary members of **Broward's CERP Root Cause Analysis & Reflection Committee** determined that the district would benefit from a wider and more intentional approach to disseminating Broward's 2026-2027 CERP. As a result, an infographic summarizing the plan was developed and will be shared with leadership during Leadership Week. Throughout the year, there was timely information via principal and assistant principal meetings, Literacy Coach Forums, and email reminders to support CERP implementation.

All participants in **Broward's CERP Root Cause Analysis & Reflection Committee** felt it was essential to renew our focus on **Literacy Coaching**. This is especially true because our Reading Allocation subsidizes school-based Literacy Coaches throughout the district. We plan to build capacity by providing ongoing PL on a standardized coaching model during our Literacy Coach Forums for 2026-2027. In addition, all stakeholders would like to see a refocus on coaching practices that have the biggest impact on student achievement. As part of this initiative, we encourage Literacy Coaches to spend most of their time (over 50%) in classrooms providing direct support to teachers via modeling, co-teaching, and providing feedback.

In partnership with the Leadership Development & Teacher Support Department, we are aligning the role of Instructional Coaches to the evidence-based practices outlined in the "Just Read, Florida!" Coaching Model. We collaborated with principals, assistant principals, coaches, and district staff across various departments to create a calendar of tasks and expectations aligned to CERP implementation. A toolbox of protocols, such as lesson study, analysis of student work, and standards-based feedback are also being developed to support the effective use of Instructional Coaches.

Standards, Curriculum, Instruction & Intervention: The **Broward's CERP Root Cause Analysis & Reflection Committee**, the Elementary team is focused on ensuring that all students have access to high-quality instructional materials (HQIM) for Tier 1 instruction. The K-12 SoR Classroom Instructional Look-For Tool. The priority is to identify ways that provide teachers with additional planning time for the application of academic discourse and integrated writing opportunities that cement student learning. We continue to make progress with schools intentionally scheduling an intervention block outside of their 90-minute, uninterrupted reading block. This is called WIN (What I Need) time.

The Secondary team is focused on the effective practice of embedding reading, writing, speaking, and listening across all content areas. This supports and reinforces the priorities they have identified on their SoR journey. Teachers and Instructional Coaches will attend the new workshop titles, SoR-ing with Science, SoR-ing with Social Studies, and SoR-ing with Math, as well as the ELA and Intensive Reading options. An expanded focus on writing, which includes increasing use of an Artificial Intelligence (AI) infused tool, Writable, in ELA and Intensive Reading courses, with a plan to roll out in Social Studies next. A district-wide focus on academic discourse in each content area will be implemented.

Assessment: The Elementary Learning Department ELA Team has developed comprehensive diagnostic assessment tools or a plan for each of the six components of reading that drill down to the skill, as outlined in the B.E.S.T. Standards for ELA. In addition, instructional pathways that address specific skill gaps were developed. For example, a BCPS Phonics Diagnostic identified a gap with variable vowel teams. The teacher will select and implement the aligned instructional pathway. Each instructional pathway provides six lessons, a brief progress monitoring tool aligned to the skill, six additional lessons if required, and a second brief formative assessment. It is highly recommended that schools require pathway instruction before initiating Response to Intervention (RTI). This ensures that students receive targeted Tier 1 instruction on the identified skill prior to referral.

Broward's CERP Root Cause Analysis & Reflection Committee determined these tools to be of exceptional quality; however, they are not currently used universally throughout the district. In addition, data for Tier 2 and Tier 3 are often inconsistent or not aligned with the foundational skill gap identified using the decision tree. As a result, the Elementary team felt that Indicator 4, "Each school has an operational plan for the collection and regular review of progress monitoring data to evaluate the effectiveness of instruction in Tier 1 and to monitor progress of students receiving Tier 2 and 3 interventions," would best support the effort to increase effective usage.

The Secondary team created a tool to support coaches and teachers in implementing best practices for formative **Assessment** and differentiating instruction. The **Place-Plan-Monitor** document extends the Secondary Intensive Reading Placement Chart into a tool that takes educators from data to differentiation and includes case studies of students and follows them throughout the year as ongoing data is used to **place** students into the best fit intervention, **plan** for appropriate differentiated, scaffolded instruction using the Levels of Scaffolding Menu and to **monitor** the student response to intervention with the Monitor RTI document and guided questions using the Instruction, Curriculum, Environment, and Learner (ICEL) x Review, Interview, Observe, Test (RIOT) chart that helps educators get to and address the root causes of student reading difficulties. As a result, **Broward's CERP Root Cause Analysis & Reflection Committee** chose to focus Secondary on indicator 2, "A structure for ongoing formative assessment is in place to determine where instruction should be modified to meet individual student needs."

Professional Learning: Participants in **Broward's CERP Root Cause Analysis & Reflection Team** agreed that school-based PLCs need to implement evidence-based practices that improve student outcomes. This is outlined in Indicator 4, "PLCs are guided by assessment data and are ongoing, engaging, interactive, collaborative, job-embedded, and provide time for teachers to collaborate, research, conduct lesson studies, and plan instruction." During the 2026-2027 school year, district-wide PLCs will implement the following: lesson study, student work analysis, and feedback rubrics. Currently, the implementation and effectiveness of PLCs vary vastly from school to school.

3. **Describe the process used by principals to monitor implementation of the reading plan, including the frequency of reading walkthroughs conducted by administrators.**

School-level principals and Literacy Coaches annually review the district's reading plan with the School Literacy Leadership Team to ensure effective communication and implementation of the CERP. This is achieved by conducting classroom walkthroughs during the 90-minute reading block, participating in data chats, and actively participating in collaborative problem-solving team meetings. Verified documentation is submitted alongside each school's updated School Improvement Plan. BCPS Regional Superintendents and Teaching & Learning Directors review Tier 1 progress monitoring data and provide direct oversight of schools. Elementary/Secondary Learning ELA Curriculum Supervisors support and monitor implementation of the CERP by regular data disaggregation of FAST, iReady, adopted Tier 1 curriculum, CWTs, Instructional Reviews, and feedback conversations.

4. **In addition, describe how principals monitor collection and utilization of assessment data, including progress monitoring data, to inform instruction and support needs of students.**

The District Literacy Leadership Team and Student Assessment and Research Department meet regularly to review progress monitoring data from the FAST, iReady, and Tier 1 curriculum (K-5: Benchmark Advance; 6-12: Houghton Mifflin Harcourt (HMH). Findings are shared with BCPS Regional Superintendents and Teaching & Learning Directors. Additional school support is provided by the Regional Offices and the Office of Academics based on student achievement data. In 2025-2026, representatives from Curriculum Associates met quarterly with leaders from the Elementary and Secondary Learning Departments to gauge usage of our evidence-based core curriculum for Tier 1 instruction via the iReady diagnostic results. This ensured that schools were following the CERP. Therefore, we will continue this practice for the 2026-2027 school year. In addition, all teachers in K-5 are utilizing the district process for determining a reading area of focus for students not reading on grade level (Applying the SoR at BCPS: Part 2). This practice aligns with the science of reading and ensures that students receive the most appropriate intervention for their priority area of need. Finally, we will continue to closely monitor data and use of approved, evidence-based interventions. It is essential that K-5 students have the skills needed to decode with ease, the background knowledge, and vocabulary to understand what they are reading. Secondary Learning Department meets with HMH regularly to monitor program fidelity and student achievement, ensure that the CERP is being followed, and track student progress. After each assessment period, principals, assistant principals, schedulers, and coaches review student data at the district and school level during their respective monthly meetings. Based on these results, action plans are initiated. The goal at both the elementary and secondary levels is to phase students out of Tier 2 and 3 interventions. PM data ensures students remain successful in Tier 1 instruction.

C. Literacy Coaches (Rule 6A-6.053(4), F.A.C.)

The Just Read, Florida! literacy coach model delineates the roles and responsibilities of literacy coaches.

1. **Is the district using the Just Read, Florida! literacy coach model as defined in Rule 6A-6.053(4), F.A.C.?**

☒Yes **☐No**

2. **If no, please describe the evidence-based coach model the district is using.**

N/A

3. **How is the district's literacy coach model communicated to principals?**

The requirements of the "Just Read, Florida!" Literacy Coach Model per **Rule 6A-6.053(4), F.A.C.**, is communicated through a series of meetings and memos. Prior to the start of each school year, principals participate in a meeting outlining policy **Rule 6A-6.053(4), F.A.C.,** requirements. Throughout the school year, school-based Literacy Coaches participate in monthly forums to review/discuss coaching expectations and requirements, evidence-based instructional practices, data analysis, and strategies for school improvement. In addition, training and support on state statute expectations for the effective use of Literacy Coaches with school leaders will be an area of focus during the 2026-2027 school year. This includes building a shared vision for instructional coaching throughout the district that supports administrators and Literacy Coaches' implementation of evidence-based protocols, timelines, and expectations that align with the key indicators of the CERP.

4. **How does the district support literacy coaches throughout the school year?**

During their first two years in the role, Literacy Coaches must complete the BCPS Coach Credentialling Program. One of the key tasks of the program that provides opportunities to use current student data to enhance coaching practices, improve teacher effectiveness, and increase student achievement. Coaches are required to take a series of content courses designed by the District LLT, Elementary, or Secondary ELA Departments, to build their knowledge of literacy practices aligned to the SoR. Master Coaches are assigned to support school-based Literacy Coaches and new teachers based on need. The focus of this support is centered around helping coaches gather and analyze data to create action plans for differentiated instruction. Master Coaches and the District ELA Team work to ensure that Literacy Coaches participate in targeted professional learning based on the needs of each school. Broward developed a comprehensive plan that ensures support is provided to our valued school-based Literacy Coaches. Elementary Learning conducts monthly Literacy Coach Forums that conclude with an open Q & A session in which the Supervisors answer every question. The district recommends a follow-up implementation for the information provided during the Forum. These work-embedded applications of the content presented ensure teachers at the school level understand the district's vision for ELA. When new programs or practices are introduced to schools, district staff provides open "Technical Assistance" coaching sessions for direct support with the initiatives. When requested, ELA Team members are assigned to support the implementation of all aspects of the uninterrupted, 90-minute Reading Block.

At the secondary level, coaches are supported using a gradual release model that mimics the coaching expected at the schools. Every other month, a Literacy Coach Forum (I DO) is held, in which the coaches learn and begin to apply information about the upcoming tasks based on the calendar of expectations. Between these forums, coaches also meet in Literacy Coach Huddles, in which they collaboratively apply their new learning and exchange best practices (WE DO). Before the next Forum, coaches upload their completed tasks, including coaching cycles, data analysis, and data-based decisions aligned with the Place-Plan-Monitor guidance (YOU DO). This is signed and verified by the principal. Based on this evidence of implementation, coaches are provided with additional support.

5. **How is the district supporting coaches with prioritizing high-impact activities, such as conducting data analysis with teachers to establish goals and create action plans, coaching, and providing professional learning based on need?**

The CERP Root Cause Analysis & Reflection Committee selected data analysis as an area of continued focus for BCPS's 2026-2027 school year. For 2026-2027, there will be an emphasis on using data to identify and implement evidence-based practices. Every Broward school has at least one Literacy Coach that receives PL on aligning all literacy practices to the science of reading. PL will continue to focus on the analysis of school-wide student achievement data, checks for understanding, best practices on monitoring instruction and intervention, determining area of focus for readers below grade level, and embedding multisensory and metacognitive instructional strategies. BCPS emphasizes rigor, relevance, reading, and writing throughout the content areas. This promotes content area expertise and cements learning. Integrated use of classroom technology enhances teaching and learning, classroom management, and parent communication. At the secondary level, Literacy Coaches receive a list of milestones throughout the year to ensure that they are focused on key tasks of implementing the CERP, including progress monitoring, placement of students into interventions, completing coaching cycles, leading effective professional development (PD), and more. To support school-based LLTs, the Office of Academics developed tools that align literacy practices to the SoR. These include a BCPS SoR Implementation Guide, the BCPS SoR Playbook, and the BCPS SoR Rules of Engagement, and **BCPS K-12 SoR Classroom Instructional Look-Fors Tool.**

6. How does the district monitor implementation of the literacy coach model?

The Department of Coaching and Induction assigns a Master Coach to each cadre of schools. Master Coaches are assigned to Principal Supervisors. Master Coaches provide ongoing support to Literacy Coaches and monitor implementation of the requirements of the "Just Read, Florida!" Coaching Model per **Rule 6A-6.053(4), F.A.C.**

Literacy coaches submit evidence of their learning and implementation, such as coaching cycle logs and data reflections to determine additional support coaches may require.

7. How does the district measure the effectiveness of literacy coaches?

The Leadership Development & Teacher Support Department, along with Coaching and the Office of Academics, is finalizing a plan to articulate the district-wide expectations of instructional coaches that include monitoring and support throughout the school year based on high-leverage, evidence-based instructional coach roles. Once the plan is finalized and approved, it will be implemented during the 2025-2026 school year.

4) Assessment, Curriculum and Reading Instruction

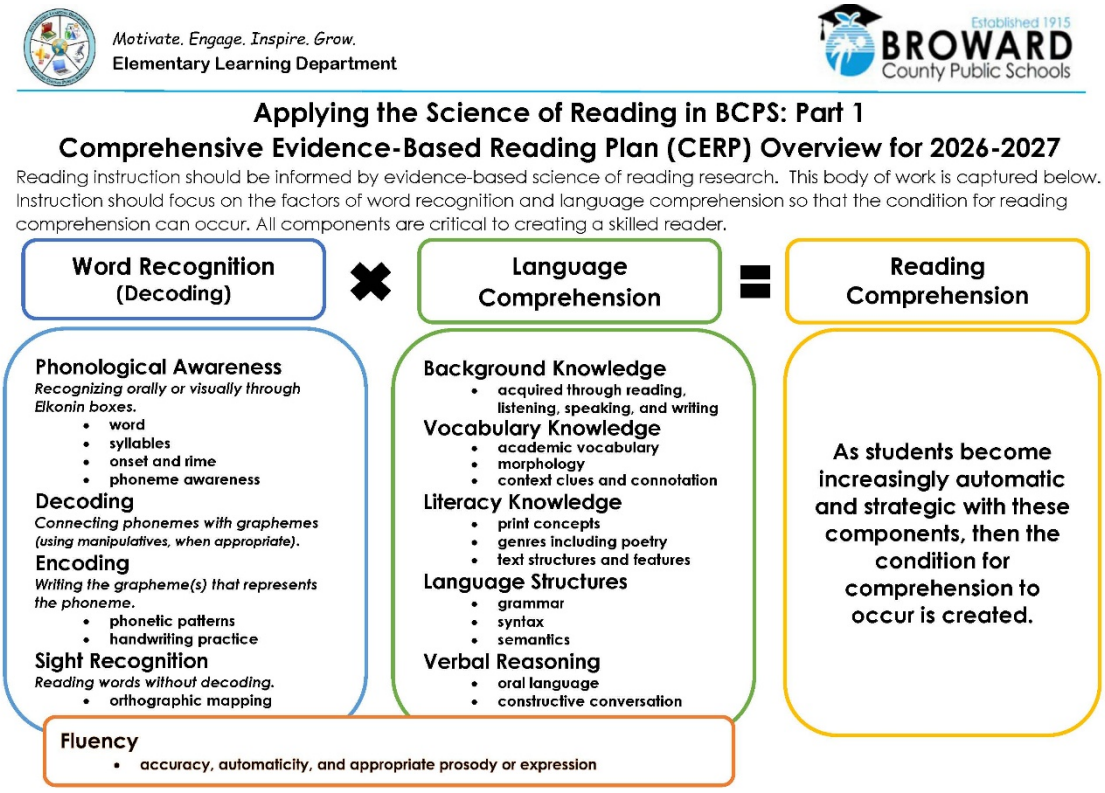
A. Florida's Formula for Reading Success (Rule 6A-6.053(3)(a), F.A.C.)

K-12 reading instruction will align with Florida's Formula for Reading Success, 6 + 4 + T1 +T2 + T3, which includes:

- **Six components of reading**: oral language, phonological awareness, phonics, fluency, vocabulary and comprehension.
- **Four types of classroom assessments**: screening, progress monitoring, diagnostic, and summative assessment.
- **Three tiers of instruction that are standards-aligned**; include accommodations for students with a disability, students with an IEP, and students who are ELLs; and incorporate the principles of Universal Design for Learning as defined in 34 Code of Federal Regulations 200.2(b)(2)(ii).
    - **Core Instruction (Tier 1)**: provides print-rich, explicit, systematic, scaffolded, differentiated instruction and corrective feedback; builds background and content knowledge; incorporates writing in response to reading.
    - **Supplemental Instruction/Interventions (Tier 2)**: provides explicit, systematic, small group teacher-led instruction matched to student need, targeting gaps in learning to reduce barriers to students' ability to meet Tier 1 expectations; provides multiple opportunities to practice the targeted still(s) and receive corrective feedback; occurs in addition to core instruction.
    - **Intensive, Individualized Instruction/Interventions (Tier 3)**: provides explicit, systematic individualized instruction based on student need, one-on-one or very small group instruction with more guided practice, immediate corrective feedback and frequent progress monitoring; occurs in addition to core instruction and Tier 2 interventions. Tier 3 interventions must be provided for students identified as having a substantial deficiency in reading. All intensive reading interventions must be delivered by instructional personnel who are certified or endorsed in reading or possess a literacy micro-credential as provided in s. 1003.485, F.S.

1. How does the district's strategic plan align with Florida's Formula for Reading Success for all students, including students with disabilities and students who are English language learners?

Three guidance documents were created to summarize the CERP for 2026-2027: Applying the SoR at BCPS: Part 1, 2, and 3. Part 1 is an overview of the skills necessary to create a skilled grade-level reader, as seen below.



Motivate. Engage. Inspire. Grow.
Elementary Learning Department

Established 1915 BROWARD County Public Schools

Applying the Science of Reading in BCPS: Part 1
Comprehensive Evidence-Based Reading Plan (CERP) Overview for 2026-2027

Reading instruction should be informed by evidence-based science of reading research. This body of work is captured below. Instruction should focus on the factors of word recognition and language comprehension so that the condition for reading comprehension can occur. All components are critical to creating a skilled reader.

Word Recognition (Decoding) ✖ **Language Comprehension** = **Reading Comprehension**

Phonological Awareness
Recognizing orally or visually through Elkonin boxes.
- word
- syllables
- onset and rime
- phoneme awareness

Decoding
Connecting phonemes with graphemes (using manipulatives, when appropriate).

Encoding
Writing the grapheme(s) that represents the phoneme.
- phonetic patterns
- handwriting practice

Sight Recognition
Reading words without decoding.
- orthographic mapping

Background Knowledge
- acquired through reading, listening, speaking, and writing

Vocabulary Knowledge
- academic vocabulary
- morphology
- context clues and connotation

Literacy Knowledge
- print concepts
- genres including poetry
- text structures and features

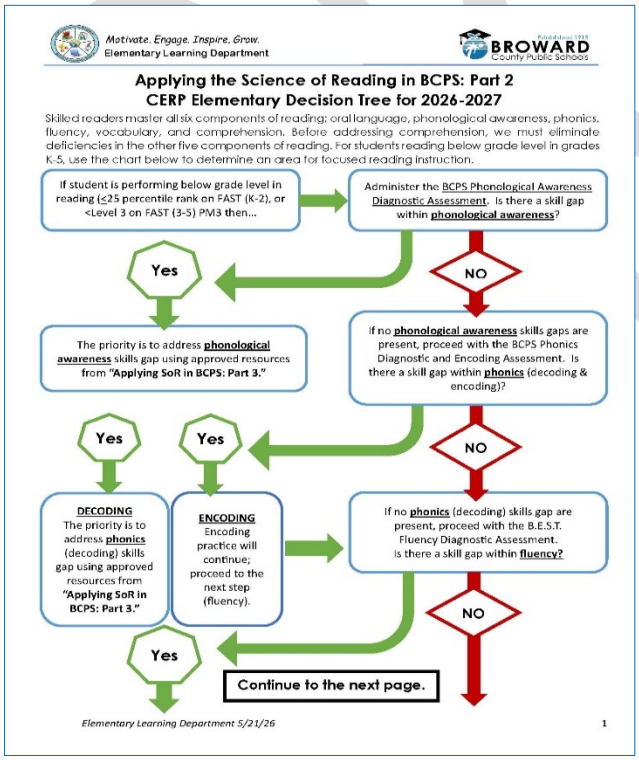
Language Structures
- grammar
- syntax
- semantics

Verbal Reasoning
- oral language
- constructive conversation

Fluency
- accuracy, automaticity, and appropriate prosody or expression

As students become increasingly automatic and strategic with these components, then the condition for comprehension to occur is created.

Applying the SoR at BCPS: Part 2 explains the diagnostic assessment process.



Motivate. Engage. Inspire. Grow.
Elementary Learning Department

BROWARD County Public Schools

Applying the Science of Reading in BCPS: Part 2
CERP Elementary Decision Tree for 2026-2027

Skilled readers master all six components of reading: oral language, phonological awareness, phonics, fluency, vocabulary, and comprehension. Before addressing comprehension, we must eliminate deficiencies in the other five components of reading. For students reading below grade level in grades K-5, use the chart below to determine an area for focused reading instruction.

If student is performing below grade level in reading (≤25 percentile rank on FAST (K-2), or <Level 3 on FAST (3-5) PM3 then...

Administer the BCPS Phonological Awareness Diagnostic Assessment. Is there a skill gap within **phonological awareness**?

Yes

The priority is to address **phonological awareness** skills gap using approved resources from **"Applying SoR in BCPS: Part 3."**

NO

If no **phonological awareness** skills gaps are present, proceed with the BCPS Phonics Diagnostic and Encoding Assessment. Is there a skill gap within **phonics** (decoding & encoding)?

Yes

DECODING
The priority is to address **phonics** (decoding) skills gap using approved resources from **"Applying SoR in BCPS: Part 3."**

Yes

ENCODING
Encoding practice will continue; proceed to the next step (fluency).

NO

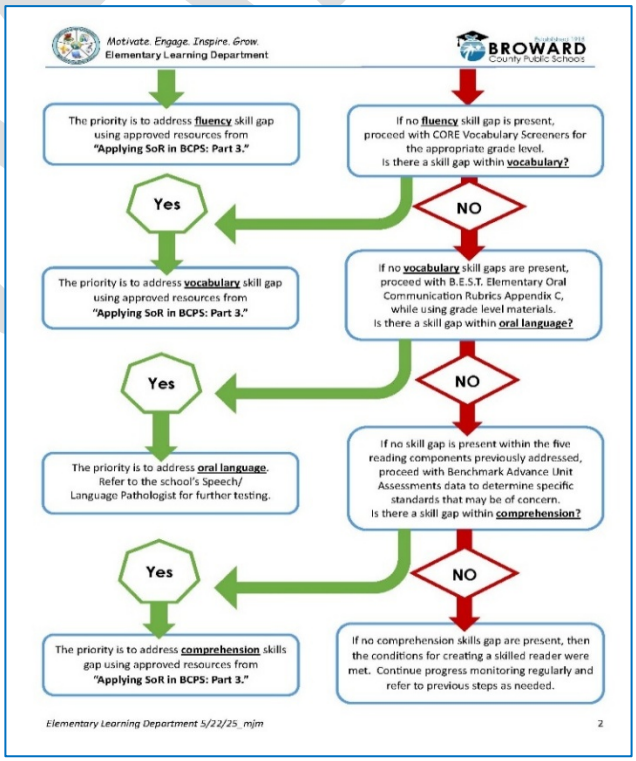
If no **phonics** (decoding) skills gap are present, proceed with the B.E.S.T. Fluency Diagnostic Assessment. Is there a skill gap within **fluency?**

Yes

Continue to the next page.

NO

Elementary Learning Department 5/21/26 1



Motivate. Engage. Inspire. Grow.
Elementary Learning Department

BROWARD County Public Schools

The priority is to address **fluency** skill gap using approved resources from **"Applying SoR in BCPS: Part 3."**

If no **fluency** skill gap is present, proceed with CORE Vocabulary Screeners for the appropriate grade level. Is there a skill gap within **vocabulary?**

Yes

The priority is to address **vocabulary** skill gap using approved resources from **"Applying SoR in BCPS: Part 3."**

NO

If no **vocabulary** skill gaps are present, proceed with B.E.S.T. Elementary Oral Communication Rubrics Appendix C, while using grade level materials. Is there a skill gap within **oral language?**

Yes

The priority is to address **oral language**. Refer to the school's Speech/ Language Pathologist for further testing.

NO

If no skill gap is present within the five reading components previously addressed, proceed with Benchmark Advance Unit Assessments data to determine specific standards that may be of concern. Is there a skill gap within **comprehension?**

Yes

The priority is to address **comprehension** skills gap using approved resources from **"Applying SoR in BCPS: Part 3."**

NO

If no comprehension skills gap are present, then the conditions for creating a skilled reader were met. Continue progress monitoring regularly and refer to previous steps as needed.

Elementary Learning Department 5/22/25_mjm 2

Applying the SoR at BCPS: Part 3 is an overview of CERP-approved resources.

Motivate. Engage. Inspire. Grow.
Elementary Learning Department

Established 1915 BROWARD County Public Schools

Applying the Science of Reading at BCPS: Part 3
Comprehensive Evidence-based Reading Plan (CERP) Resources for 2026-2027

Broward annually submits a Comprehensive Evidence-Based Reading Plan to the FLDOE. The programs, and practices listed on the approved plan help guide schools in the selection of district and state approved resources to address student needs. If a student has a foundational skill gap within the Word Recognition strand, there are many evidence-based options available on Broward's CERP (Comprehensive Evidence-Based Reading Plan). As a reminder, the science of reading clearly demonstrates that we must work to create the condition for comprehension to occur. Therefore, we do not directly remediate comprehension as an area of focus unless all other possible causes for reading deficiencies have been ruled out from the Word Recognition and Language Comprehension components.

Word Recognition (Decoding) ✖ **Language Comprehension** = **Reading Comprehension**

Phonological Awareness

Tier 1 Instruction: Benchmark Advance (K-5) **or** Heggerty (K-1)

Tier 2/3 Options: Benchmark Advance PA (K-1) **or** Bridge the Gap (2-5)

Phonics

Tier 1 Instruction: Benchmark Advance (K-5) **or** UFLI (K-2)

Tier 2/3 Options: Benchmark Adv. Phonics/ Word Study Interventions (K-5) **or** SIPPS: Beginning Challenge, & Extension (1-3) **or** Reading Horizons Discovery (1-3) **or** SIPPS Plus (4-5) **or** Reading Horizons Elevate (4-5) **or** UFLI (K-5)*

Fluency

Tier 1 Instruction: Benchmark Advance (K-5)

Tier 2/3 Options: Benchmark Advance Fluency Interventions (K-5) **or** Quick Reads (2-5)

Vocabulary/Comprehension

Tier 1 Instruction: Benchmark Advance (K-5)

Tier 2/3 Options: Benchmark Advance Comprehension Interventions (K-5) **or** Magnetic Reading (3-5) **or** Wordly Wise 3000 (2-5) **or** Vocabulary Surge (2-5)

*May be used as an intervention only if not previously used for Tier 1 instruction.

Elementary Learning Department _5/19/26

2. **Describe your public school PreK (VPK, ESE and other PreK) program's plan for assessment, standards, instruction and support to meet the needs of all learners.**

The ECE Department is included in the BCPS SoR journey to ensure cohesion of all instructional practices. BCPS is aligned with Florida's Formula for Reading Success. The district monitors the implementation of the curriculum to ensure that Florida's Early Learning and Developmental Standards are taught with fidelity and used to identify students who may need further support via ESE or ELL concerns. The ECE Department effectively assesses, supports, and meets the needs of all learners while laying the foundation for educational success in the future. STAR Early Literacy is administered at the conclusion of VPK.

The Head Start program conducts ongoing assessments, uses appropriate developmental screenings, parent-teacher conferences, home visits, formative assessments, and health screenings with strict timelines to monitor a student's progress, individual educational progress, and overall needs. Teachers document ongoing observational assessments in Teaching Strategies, a tool that is leveled three times a year (Fall, Winter, and Spring) to monitor students, classrooms, and developmentally appropriate objectives. Teachers use developmental assessments and screenings such as Heggerty, Brigance, eDECA, health screenings, assessments that measure literacy, speech and language, and concept development at varying times throughout the school year.

The classroom teacher must align instruction with the Florida Early Learning Standards to ensure it is taught with fidelity across all domains. Each Head Start/ Early Intervention class is inclusive and features a play-based approach and the use of Creative Curriculum. Within all BCPS Head Start/Early Intervention classrooms, teachers use the combined data from assessments, screenings, standards, and the curriculum to plan for instruction. The teachers analyze the data to design quality whole-group instruction and determine individualized areas of strength and areas for improvement for small-group or one-on-one instruction. This is when teachers target specific educational needs and provide personalized support.

Teachers scaffold instruction using a variety of modalities and materials to support reaching diverse learners. A strong emphasis on literacy is provided with a variety of conversation, feedback loops, open-ended questions, scaffolding, prompting through thought processes, encouragement, and affirmation. The final part of implementation is to meet the needs of all learners by supporting the school, staff, teachers, students, and families by fostering and deepening relationships for future success.

2a. Describe the instructional materials in your public school PreK (VPK, ESE, and other PreK) program utilizes.

The ESE Department utilizes the Creative Curriculum for Preschool, Heggerty Phonological Awareness, and Conscious Discipline materials.

3. **Describe the interventions provided to public school VPK students identified as having a substantial deficiency in early literacy skills as defined in Rule 6A-6.053(5), F.A.C.**

Teachers will develop a PMP for VPK students scoring below the 10th percentile on PM2 . VPK PMPs will target early literacy strategies implemented through intensive instruction via small group lessons and activities. Small group lessons and activities will utilize the following strategies to target early literacy: explicit instruction, oral language development, questions to check for understanding, non-linguistic representation, chunking content into digestible bites, providing multiple opportunities to practice, providing multiple means of representation, providing physical models to represent information, providing extended time, scaffolding strategies, small group instruction, differentiated instruction, prompts and cues, and understanding students' interest and background.

B. Assessment/Curriculum Decision Trees (Rule 6A-6.053(9)(b)4., F.A.C.)

Districts are required to develop Assessment/Curriculum Decision Trees to demonstrate how data will be used to determine specific reading instructional needs and interventions for all students in grades K-12. Use Assessment/Curriculum Decision Trees to address ALL students. The template can be used for grade bands or for individual grades.

The Decision Trees must contain the following information:

- Name of each assessment, targeted audience, component(s) of reading assessed, type of assessment, the frequency of data collection, and the method and timeframes by which assessment data will be provided to teachers and parents. For students in VPK through grade 10, the FAST must be administered pursuant to s. 1008.25(9)(b), F.S., and included as a component of the Assessment/Curriculum Decision Trees.
- Performance criteria used for decision-making for each assessment at each grade level.
- Evidence-based instructional materials and strategies.
- Specific criteria for when a student is identified to receive intensive reading interventions (Tier 3), what intensive reading interventions will be used, how the intensive reading interventions are provided, and assurance that intensive reading interventions are delivered by a teacher who is certified or endorsed in reading or instructional personnel who possess a literacy micro-credential.
- Identification of the multisensory interventions provided to students in grades K-3 who have a substantial deficiency in reading or characteristics of dyslexia, including a description of the intensive, explicit, systematic, and multisensory reading interventions that will be provided to students in grades K-3.

Note: Evidence-based instructional materials and strategies have a significant effect on improving student outcomes and meet strong, moderate, or promising levels of evidence as defined in 20 United States Code (U.S.C.) s. 7801(21)(A)(i):

(A) …an activity, strategy or intervention that –
(i) demonstrates a statistically significant effect on improving student outcomes or other relevant outcomes based on –
(I) strong evidence from at least 1 well-designed and well-implemented experimental study;
(II) moderate evidence from at least 1 well-designed and well-implemented quasi-experimental study; or
(III) promising evidence from at least 1 well-designed and well-implemented correlational study with statistical controls for selection bias.

Grades VPK-5

1. Grades VPK-5 Assessments

FAST				
Name of the Assessment	**Target Audience**	**What component of reading is assessed?**	**Assessment Type**	**How often is the data collected?**
FAST Star Early Literacy	☒ VPK ☒ Grade K ☒ Grade 1	☒ Oral Language ☒ Phonological Awareness ☒ Phonics ☒ Fluency ☒ Vocabulary ☒ Comprehension	☒ Screening ☒ Progress Monitoring ☒ Summative	☒ 3 x Year

FAST				
Name of the Assessment	**Target Audience**	**What component of reading is assessed?**	**Assessment Type**	**How often is the data collected?**
FAST Star Reading	☒ Grade 1 ☒ Grade 2	☒ Vocabulary ☒ Comprehension	☒ Screening ☒ Progress Monitoring ☒ Summative	☒ 3 x Year
FAST ELA Reading	☒ Grade 3 ☒ Grade 4 ☒ Grade 5	☒ Vocabulary ☒ Comprehension	☒ Screening ☒ Progress Monitoring ☒ Summative	☒ 3 x Year

Indicate in the chart below any additional assessment(s) used to guide instructional decision-making for grades PreK-5 students. Add additional rows as needed.

Additional Assessment(s)				
Name of the Assessment	**Target Audience (Grades PreK-5) (Select all that apply.)**	**What component of reading is assessed? (Select all that apply.)**	**Assessment Type (Select all that apply.)**	**How often is the data collected?**
Other District Assessment **Benchmark Advance Assessments**	☐ VPK ☐ PreK ☒ Grade K ☒ Grade 1 ☒ Grade 2 ☒ Grade 3 ☒ Grade 4 ☒ Grade 5 ☐ All Students ☐ Select Students	☐ Oral Language ☒ Phonological Awareness ☒ Phonics ☒ Fluency ☒ Vocabulary ☒ Comprehension	☒ Screening ☒ Progress Monitoring ☐ Diagnostic ☒ Summative	☐ Weekly ☐ 2 x Month ☒ Monthly ☒ Quarterly ☐ 3 x Year ☐ Annually ☒ As Needed ☐ Other
Other District Assessment **I-Ready Diagnostic**	☐ VPK ☐ PreK ☒ Grade K ☒ Grade 1 ☒ Grade 2 ☒ Grade 3 ☒ Grade 4 ☒ Grade 5 ☐ All Students ☐ Select Students	☐ Oral Language ☒ Phonological Awareness ☒ Phonics ☒ Fluency ☒ Vocabulary ☒ Comprehension	☒ Screening ☒ Progress Monitoring ☐ Diagnostic ☒ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☒ 3 x Year ☐ Annually ☒ As Needed ☐ Other
Other District Assessment **Letter Names, Letter Sounds, Concepts of Print**	☐ VPK ☐ PreK ☒ Grade K ☐ Grade 1 ☐ Grade 2 ☐ Grade 3 ☐ Grade 4 ☐ Grade 5 ☐ All Students ☐ Select Students	☐ Oral Language ☐ Phonological Awareness ☒ Phonics ☐ Fluency ☐ Vocabulary ☐ Comprehension	☒ Screening ☒ Progress Monitoring ☐ Diagnostic ☐ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☒ Quarterly ☐ 3 x Year ☐ Annually ☒ As Needed ☐ Other
Other District Assessment	☐ VPK ☐ PreK ☒ Grade K	☐ Oral Language ☒ Phonological Awareness	☐ Screening ☒ Progress Monitoring	☐ Weekly ☐ 2 x Month ☐ Monthly

Additional Assessment(s)				
Name of the Assessment	**Target Audience (Grades PreK-5) (Select all that apply.)**	**What component of reading is assessed? (Select all that apply.)**	**Assessment Type (Select all that apply.)**	**How often is the data collected?**
Diagnostic Assessment of Reading (DAR)	☒ Grade 1 ☒ Grade 2 ☒ Grade 3 ☒ Grade 4 ☒ Grade 5 ☐ All Students ☐ Select Students	☒ Phonics ☐ Fluency ☐ Vocabulary ☐ Comprehension	☒ Diagnostic ☐ Summative	☐ Quarterly ☐ 3 x Year ☐ Annually ☒ As Needed ☐ Other
BCPS Diagnostic Assessments for Identifying Skill gaps in • **Phonological Awareness** • **Phonics** • **Oral Language**	☐ VPK ☐ PreK ☒ Grade K ☒ Grade 1 ☒ Grade 2 ☒ Grade 3 ☒ Grade 4 ☒ Grade 5 ☐ All Students ☐ Select Students	☒ Oral Language ☒ Phonological Awareness ☒ Phonics ☐ Fluency ☐ Vocabulary ☐ Comprehension	☐ Screening ☒ Progress Monitoring ☒ Diagnostic ☐ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☐ 3 x Year ☐ Annually ☒ As Needed ☐ Other
Other District Assessment **B.E.S.T. Standards for ELA: Appendix E-Measures of Fluency**	☐ VPK ☐ PreK ☐ Grade K ☒ Grade 1 ☒ Grade 2 ☒ Grade 3 ☒ Grade 4 ☒ Grade 5 ☐ All Students ☐ Select Students	☐ Oral Language ☐ Phonological Awareness ☐ Phonics ☒ Fluency ☐ Vocabulary ☐ Comprehension	☐ Screening ☒ Progress Monitoring ☒ Diagnostic ☐ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☐ 3 x Year ☐ Annually ☒ As Needed ☐ Other
Other District Assessment **CORE Teaching Reading Source Book: Vocabulary Screener**	☐ VPK ☐ PreK ☐ Grade K ☒ Grade 1 ☒ Grade 2 ☒ Grade 3 ☒ Grade 4 ☒ Grade 5 ☐ All Students ☐ Select Students	☐ Oral Language ☐ Phonological Awareness ☐ Phonics ☐ Fluency ☒ Vocabulary ☐ Comprehension	☐ Screening ☒ Progress Monitoring ☒ Diagnostic ☐ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☐ 3 x Year ☐ Annually ☒ As Needed ☐ Other
Other District Assessment **Reading Horizons: Discovery & Elevate**	☐ VPK ☐ PreK ☒ Grade K ☒ Grade 1 ☒ Grade 2 ☒ Grade 3 ☒ Grade 4 ☒ Grade 5 ☐ All Students	☐ Oral Language ☐ Phonological Awareness ☒ Phonics ☒ Fluency ☐ Vocabulary ☐ Comprehension	☐ Screening ☒ Progress Monitoring ☒ Diagnostic ☐ Summative	☒ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☐ 3 x Year ☐ Annually ☐ As Needed ☒ Other

DRAFT

Additional Assessment(s)				
Name of the Assessment	**Target Audience (Grades PreK-5) (Select all that apply.)**	**What component of reading is assessed? (Select all that apply.)**	**Assessment Type (Select all that apply.)**	**How often is the data collected?**
	☐ Select Students			
Other District Assessment **SIPPS: Beginning, Extension, Challenge & Plus**	☐ VPK ☐ PreK ☒ Grade K ☒ Grade 1 ☒ Grade 2 ☒ Grade 3 ☒ Grade 4 ☒ Grade 5 ☐ All Students ☐ Select Students	☐ Oral Language ☐ Phonological Awareness ☒ Phonics ☒ Fluency ☐ Vocabulary ☐ Comprehension	☐ Screening ☒ Progress Monitoring ☒ Diagnostic ☐ Summative	☒ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☐ 3 x Year ☐ Annually ☐ As Needed ☒ Other
Other District Assessment **STAR CBM (Curriculum Based Measures)**	☐ VPK ☐ PreK ☒ Grade K ☒ Grade 1 ☒ Grade 2 ☐ Grade 3 ☐ Grade 4 ☐ Grade 5 ☐ All Students ☐ Select Students	☐ Oral Language ☒ Phonological Awareness ☒ Phonics ☒ Fluency ☐ Vocabulary ☐ Comprehension	☐ Screening ☒ Progress Monitoring ☐ Diagnostic ☒ Summative	☒ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☐ 3 x Year ☐ Annually ☐ As Needed ☐ Other

2. **Students with a Substantial Deficiency in Reading (Rule 6A-6.053(6), F.A.C.)**
Students identified with a substantial deficiency in reading must have an individualized progress monitoring plan that is designed to address the student's specific reading deficiency, and that meets the minimum requirements outlined in s. 1008.25(4)(c), F.S. The individualized progress monitoring plan must be developed within forty-five (45) days after the results of the coordinated screening and progress monitoring system become available, and parents must be consulted in the development of the plan.

Students with qualifying disabilities covered by an IEP or a 504 Plan are exempt from the requirement to have a PMP, if the IEP or 504 Plan addresses the student's reading deficiency. Nothing in Rule 6A-6.053, F.A.C., should be construed to require or prohibit an IEP or 504 Plan or the contents of the CERP.

A K-3 student is identified as having a substantial deficiency in reading if:

- The student is identified as in need of Tier 3 interventions;
- A student in grades K-3 demonstrates through progress monitoring, formative assessments, or teacher observation data, minimum skill levels for reading competency in one or more of the six (6) components of reading; and
    - For kindergarten, the student scores below the tenth (10th) percentile or is unable to complete the practice items on the designated grade-level assessment at the beginning, middle, or end of the year on the coordinated screening and progress monitoring system pursuant to s. 1008.25(9), F.S.;
    - For grades 1 and 2, the student scores below the tenth (10th) percentile or is unable to complete the practice items on the designated grade-level assessment for the

specified testing window of the coordinated screening and progress monitoring system pursuant to s. 1008.25(9), F.S.; or

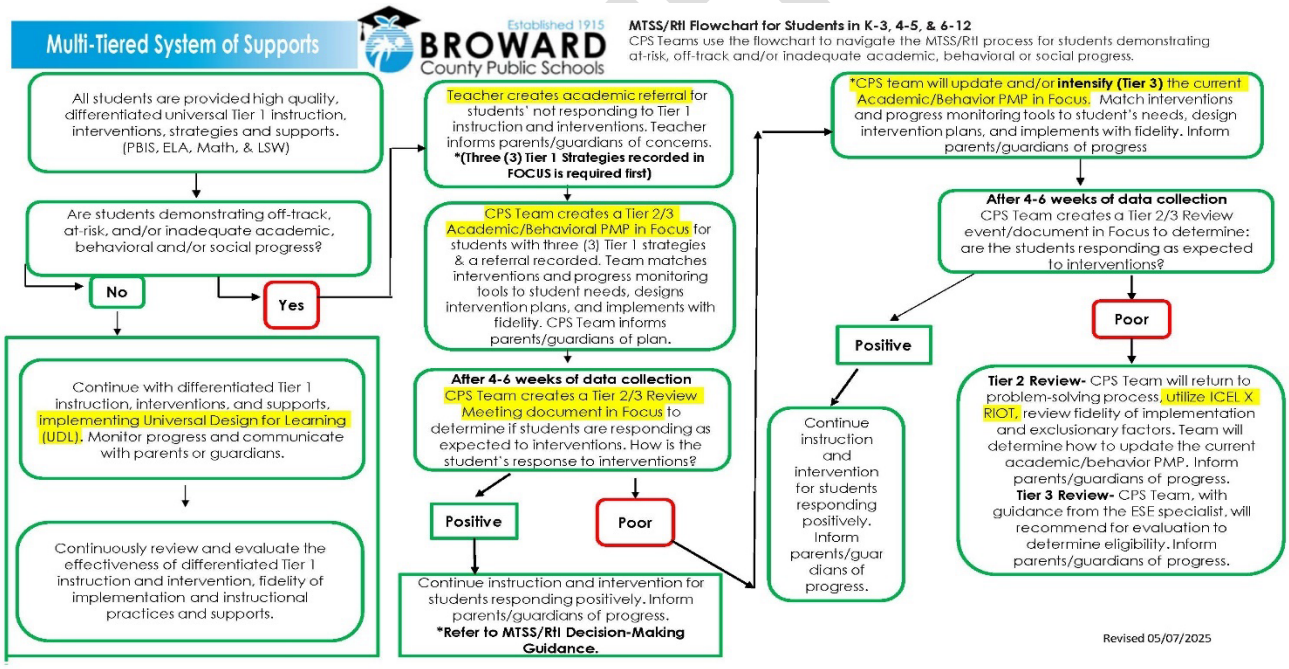
- For grade 3, the student scores below the twentieth (20th) percentile at the beginning or middle of the year on the coordinated screening and progress monitoring system pursuant to s. 1008.25(9), F.S.

- A student in grade 3 scores Level 1 on the end-of-year statewide, standardized ELA assessment pursuant to s. 1008.22(3)(a), F.S.

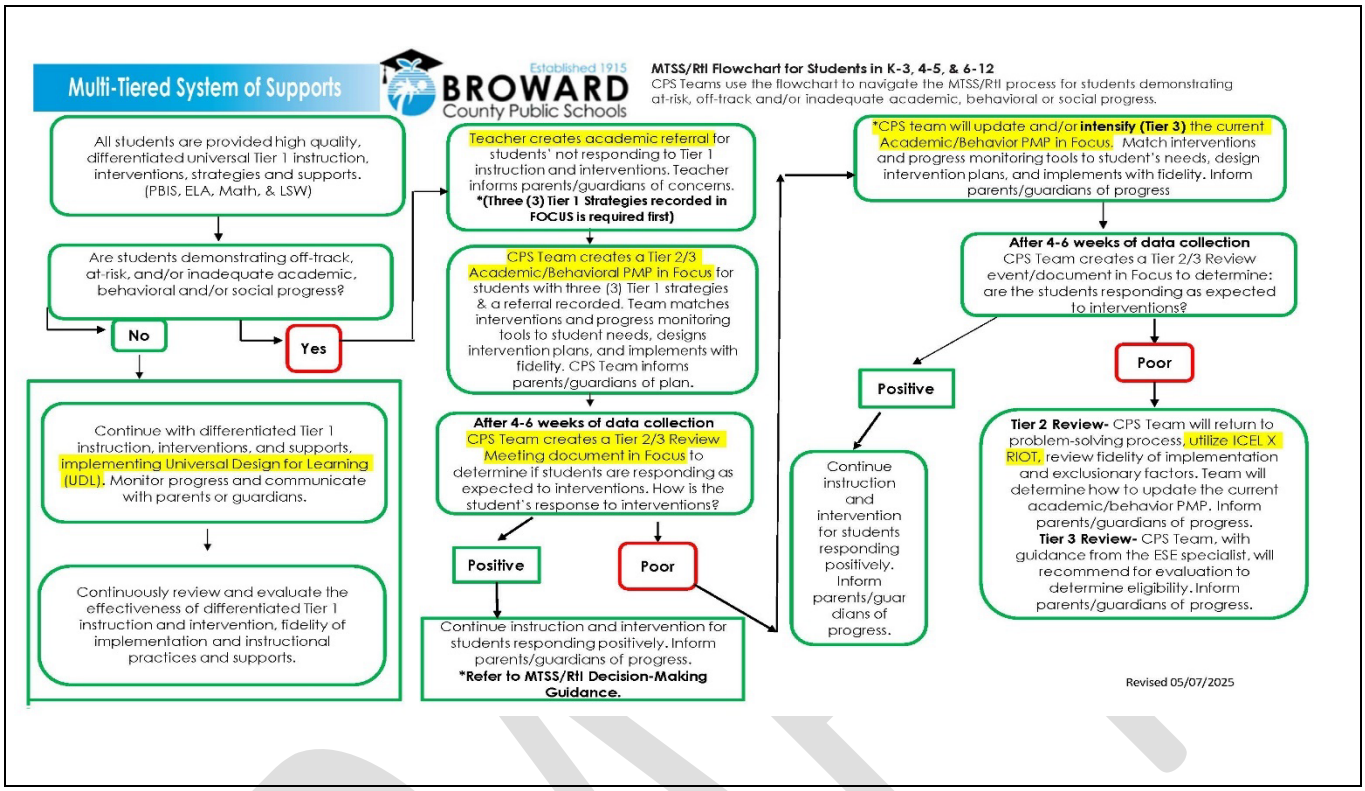
Tier 3 interventions must be provided to students identified as having a substantial reading deficiency.

2a. Describe the district's process (e.g., Multi-Tiered System of Supports (MTSS) for identifying grades K-3 students in need of Tier 2/Tier 3 interventions.

This is the MTSS process for BCPS 26-27.



2b. Describe the district's process (e.g., MTSS) for identifying grades 4-5 students in need of Tier 2/Tier 3 interventions.



3. Students with Characteristics of Dyslexia (Rule 6A-6.053(7), F.A.C.)
Students who have characteristics of dyslexia must be covered by one of the plans described in s. 1008.25(4)(b), F.S., and parents must be consulted in the development of the plan.

DRAFT

3a. If not included within the Decision Tree, describe the district's process (i.e., actionable steps) for identifying K-3 students with characteristics of dyslexia. Tier 3 interventions must be provided to students identified as having characteristics of dyslexia.

If a student does not respond to Tier 1 small group supplemental strategy support, then the student will be referred for Tier 2 intervention for phonological awareness (PA). Our approved resources for PA are evidence-based and improve outcomes for students with characteristics of dyslexia. If no skill gap is detected in PA, schools will then move on to assess a student's phonics skills. If a skill gap is indicated, this will be the area addressed for Tier 1 small group supplemental strategy support. If a student does not respond to their Tier 1 support for phonics following 12 lessons, then the student will be referred to Tier 2 intervention in phonics. Our approved resources for phonics are evidence-based and improve outcomes for students with characteristics of dyslexia. If no skill gap is detected, schools will then assess the student on their fluency skills. This is another common area of concern for students with characteristics of dyslexia. If a skill gap is indicated, this will be the area addressed for Tier 1 small group supplemental strategy support. If no skill gap is detected, schools will then assess the student's vocabulary ability. If no skill gap is indicated, then comprehension Tier 1 small group supplemental strategy support may begin. We have ensured that the student has built the conditions for comprehension to occur.

In addition to diagnostic assessments that address the components of reading that children with dyslexia are most likely to struggle with, The Colorado Learning Disabilities Questionnaire - Reading Subscale (CLDQ-R) is utilized. The CLDQ-R is a screening tool that measures risk of reading disability (i.e., dyslexia) in school-age children (Willcutt et al., 2011). Normative scores for this questionnaire were developed based on parent reports of their 6-18-year-old children, as well as actual reading testing of these children. Willcutt et al. (2011) found that the CLDQ-R is reliable and valid. It is important to note that the CLDQ-R is only a screener and does not constitute a formal evaluation or diagnosis. However, along with our district diagnostic assessments, we are providing schools with the BCPS Dyslexia Screener.

3b. Describe the district's process for providing additional screening to students with characteristics of dyslexia pursuant to s. 1008.25(9), F.S. Name the screener(s) utilized.

BCPS Applying the Science of Reading: Part 2 ensures that word recognition skill gaps are addressed first for students exhibiting the characteristics of dyslexia. In addition, specific Instructional Pathways address the sub-skills of phonological awareness, phonics, and fluency. Teachers are provided with a suggested group of six lessons and a PM option. This is followed by six additional lessons and a final PMP option. This ensures that students with characteristics of dyslexia receive the explicit instruction that they need in Tier 1 prior to an RtI referral.

In addition to diagnostic assessments that cover the components of reading that children with dyslexia are most likely to struggle with, for 2026-2027, CLDQ-R will be used. The CLDQ-R is a screening tool designed to measure risk of reading disability (i.e., dyslexia) in school-age children (Willcutt et al., 2011). Normative scores for this questionnaire were developed based on parent reports of their 6- to 18-year-old children, as well as actual reading testing of these children. Willcutt et al. (2011) found that the CLDQ-R is reliable and valid. It is important to note that the CLDQ-R is only a screener and does not constitute a formal evaluation or diagnosis. However, along with our district diagnostic assessments, we are providing schools with our Dyslexia Screener.

4. Explain how the effectiveness of Tier 1 instruction is monitored.

Multiple data points are used to monitor Tier 1 instruction. This includes FAST, iReady Diagnostic, and Benchmark Advance unit assessments. Literacy Coach and school staff will provide support to classrooms in which less than 80% of students are performing below grade level (based on Tier 1 criteria). District personnel will provide support and PL to any school where less than 80% of all students are on grade level.

District-wide collection of data aligned to the K-12 SoR Instructional Look-Fors Tool monitors implementation of evidence-based practices that should impact student achievement. District staff completes the tool following all school-based visits.

In classrooms (or schools) where specified Tier 1 curriculum and supplemental resources do not indicate improved literacy outcomes for at least 80% of students, we identify teachers to receive PL and support in implementing whole group and small group differentiated instruction using evidence-based resources. Identified teachers also learn instructional practices that ensure the curriculum is being implemented with fidelity. In addition, we have a "BCPS SoR Rules of Engagement" to clearly outline the "Dos" and "Don'ts" for alignment with the SoR.

5. Explain how the effectiveness of Tier 2 interventions is monitored.

MTSS provides support to Collaborative Problem-Solving Team (CPST) members to ensure compliance with data collection, including progress monitoring of all MTSS instructional strategies, interventions, and other resources used to help all students achieve reading success. All intervention data is maintained in FOCUS (district comprehensive database). MTSS evaluates the effectiveness of tiered interventions at schools. The District Literacy Leadership Team monitors multiple data points, including program-embedded progress monitoring assessments from high-quality instructional materials (HQIM). The Office of Academics (Elementary, Secondary, ESE, and Bilingual/ESOL Departments) ensures that teachers are trained on how to use the reading decision charts' evidence-based instructional practices, strategies, and/or programs aligned to the CERP.

If the student is not making sufficient progress, return to the problem-solving process, utilize Instruction, ICEL/RIOT Framework, review fidelity of implementation and exclusionary factors, make instructional adjustments which may include a new goal, intervention, and/or a change in intensity.

6. **Explain how the effectiveness of Tier 3 interventions is monitored.**

MTSS provides support to CPST members to ensure compliance with data collection, including PM of all MTSS instructional strategies, interventions, and other resources used to help all students achieve reading success. All intervention data is maintained in FOCUS . MTSS evaluates the effectiveness of tiered interventions at schools. The District Literacy Leadership Team monitors multiple data points, including program-embedded PM assessments from high-quality instructional materials (HQIM). The Office of Academics (Elementary, Secondary, ESE, and Bilingual/ESOL Departments) ensures that teachers are trained on how to use the reading decision charts' evidence-based instructional practices, strategies, and/or programs aligned with the CERP.

Schools monitor the effectiveness of Tier 3 interventions to ensure they are implemented with fidelity and discussed during regular MTSS meetings. Once the skill gap is eliminated, the student is phased back to a Tier 2 or exited from the intervention. If Tier 2 criteria are met, discontinue plan, monitor progress, and provide supplemental support.

Grades K-5 Decision Tree
Elementary schools (K-5) must teach reading in a dedicated, uninterrupted block of time of at least 90 minutes daily to all students. The reading block will include whole-group instruction utilizing an evidence-based sequence of reading instruction and small-group differentiated instruction in order to meet individual student needs.
Tier 1 (Core) Only
Beginning of Year Data
Students must meet the following criteria at the beginning of the school year: Kindergarten - Grade 2: Scored "On Watch" (25-39 PR) or "At/Above Benchmark" (40 PR) criteria on the FAST STAR Early Literacy or Reading Assessment for 2026-2027 PM1. Grades 3-5: Scored at or above level 3 during the FAST-Cambium PM from 2025-2026 FAST PM3 or 2026-2027 PM1
List performance criteria that indicate Tier 1 instruction is sufficient for at least 80% of students. Kindergarten - Grade 2: Scored "At/Above Benchmark" (40 PR) criteria on the FAST STAR Early Literacy or Reading Assessment for 2026-2027 PM1. Grades 3-5: Scored at or above level 3 during the FAST-Cambium Progress Monitoring from 2025-2026 FAST PM3 or 2026-2027 PM1
What processes and procedures are in place to identify and solve problems to improve the effectiveness of Tier 1 instruction? Multiple data points are used to monitor Tier 1 instruction. This includes FAST, iReady Diagnostic, and Benchmark Advance unit assessments. Literacy Coach and school staff will provide support to classrooms in which less than 80% of students are performing below grade level (based on Tier 1 criteria). District personnel will provide support and PL to any school where less than 80% of all students are on grade level. District-wide collection of data aligned to the K-12 SoR Instructional Look-Fors Tool monitors implementation of evidence-based practices that should impact student achievement. District staff completes the tool following all school-based visits. After the above actions, schools or classrooms that continually do not meet 80% proficiency will receive additional district support based on specific identified needs to ensure fidelity of practice and curriculum. BCPS SoR Rules of Engagement document will be used to clearly outline the "Dos" and "Don'ts" for alignment to the evidence-based practices.

Core Instruction
Indicate the core curriculum utilized. Add additional rows as needed.

Name of Program	Year of Program Adoption
Benchmark Advance Florida 2022 (Level of Evidence: Promising)	**2021**

Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year:

If a student is performing below grade level in reading (≤25 percentile rank on FAST (K-2), or <Level 3 on FAST (3-5) PM3 then…

Tier 1 Instruction + Tier 2 Interventions

Beginning of Year Data

Students who meet the following criteria at the beginning of the school year:

Kindergarten: Scored in the Intervention level (10-25 PR) on FAST STAR Early Literacy in PM1 for 2026-2027 and/or a foundational skill gap is identified in PA or phonics using Applying the SoR at BCPS: Part 2.

Grade 1: Scored in the Intervention level (10-25 PR) on FAST STAR Early Literacy or Reading in PM1 for 2026-2027 and/or a foundational skill gap is identified in PA or phonics using Applying the SoR at BCPS: Part 2.

Grade 2: Scored in the Intervention level (10-25 PR) on FAST Reading in PM1 for 2026-2027 and/or a foundational skill gap is identified in PA, phonics, fluency or vocabulary using Applying the SoR at BCPS: Part 2.

Grades 3-5: Scored below Level 3 on the 2025-2026 FAST PM3 and/or a foundational skill gap is identified in PA, phonics, fluency or vocabulary using Applying the SoR at BCPS: Part 2.

*One singular data point does not solely determine the need for Tier 2 intervention.

Number of times per week interventions are provided:
Tier 2 interventions are provided for a minimum of three times per week.

Number of minutes per intervention session:
15-30 minutes per session

Supplemental Instruction/Interventions
Indicate the evidence-based programs and/or practices used for Tier 2 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence. Add additional rows as needed.

Name of Program	ESSA Evidence Level	Verbiage (as needed)
Benchmark Advance Interventions for PA K-5, Phonics and Word Study K-5, Fluency K-5, and Comprehension 2-5	Moderate	NA
Reading Horizons Discovery K-3	Not Yet	The following Institute of Education Sciences (IES) Practice Guide Recommendations support the program: Foundational Skills to Support Reading for Understanding in Kindergarten Through 3rd Grade - **Recommendation 2:** Develop awareness of the segments of sounds in speech and how they link to

		letters (Strong Evidence); **Recommendation 3:** Teach students to decode words, analyze word parts, and write and recognize words (Strong Evidence). The district will support and monitor implementation of this program by conducting school visits to observe, model, and provide feedback on implementation, including offering regular district-wide professional learning opportunities for teachers and coaches via a "train-the-trainer" model.
Reading Horizons Elevate 4-5	Not Yet	The following IES Practice Guide Recommendations support the program: Assisting Students Struggling with Reading: RtI and MTSS in the Primary Grades - **Recommendation 3**: Provide intensive, systematic instruction on up to three foundational reading skills in small groups to students who score below the benchmark score on universal screening (Strong Evidence); The district will support and monitor implementation of this program by conducting school visits to observe, model, and provide feedback on implementation, including offering regular district-wide professional learning opportunities for teachers and coaches via a "train-the-trainer" model.
Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (SIPPS) Beginning, Extension & Challenge K-3	Moderate	NA
SIPPS Plus 4-5	Moderate	NA
Vocabulary Surge 2-5	Not Yet	The following IES Practice Guide Recommendations support the program: Assisting Students Struggling with Reading: RtI and MTSS in the Primary Grades - **Recommendation 3:** Provide intensive, systematic instruction on up to three foundational reading skills in small groups to students who score below the benchmark score on universal screening (Strong Evidence); Foundational Skills to Support Reading for Understanding in Kindergarten Through 3rd Grade - **Recommendation 2:** Develop awareness of the segments of sounds in speech and how they link to letters (Strong Evidence); **Recommendation 3**: Teach students to decode words, analyze word parts, and write and recognize words (Strong Evidence). The district will develop a plan to support and monitor implementation of this program by conducting school visits to observe, model, and provide feedback on implementation, including offering regular district-wide professional learning opportunities for teachers and coaches via a "train-the-trainer" model.
Magnetic Reading, Florida B.E.S.T. Standards Edition for Grades 3-5	Moderate	NA

Bridge the Gap 2-5/ Heggerty K-2	Moderate	NA
University of Florida Literacy Institute (UFLI) Foundations	Strong	NA
Quick Reads	Strong	NA
Wordly Wise	Not Yet	The following IES Practice Guide Recommendations support the program: Foundational Skills to Support Reading for Understanding in Kindergarten Through 3rd Grade: **Recommendation 1:** Teach students academic language skills, including the use of inferential and narrative language, and vocabulary knowledge. The district will develop a plan to support and monitor implementation of this program by conducting school visits to observe, model, and provide feedback on implementation, including offering regular district-wide PL opportunities for teachers and coaches via a "train-the-trainer" model.
Indicate the evidence-based programs and/or practices implemented for students with a disability, students with an IEP, and students who are ELLs, if used instead of or in addition to programs above. Add additional rows as needed.		
Students with Disabilities		
Name of Program	**Every Student Succeeds Act (ESSA) Evidence Level**	**Verbiage (as needed)**
These programs are in addition to the other interventions listed on the CERP.		
Specialized Program Individualizing Reading Excellence (SPIRE)	Promising	NA
SPIRE K-5	Promising	NA
Seeing Stars Grade: K-5	Strong	NA
Phonics for Reading Grade: 3-5	Not Yet	NA
Reading Mastery Grade: K-5	Strong	NA
Talkies Grade: PreK-2	Not Yet	The following IES Practice Guide Recommendations support the program: Foundational Skills to Support Reading for Understanding in Kindergarten Through 3rd Grade: **Recommendation 1:** Teach students academic language skills, including the use of inferential and narrative language, and vocabulary knowledge.
English Language Learners		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
These programs are in addition to the other interventions listed on the CERP.		
Imagine Language & Literacy	Moderate	NA

For K-3 students who have a substantial deficiency in reading or characteristics of dyslexia, identify the multisensory interventions provided.

Reading Horizons Discovery, SIPPS, and SPIRE all include a multisensory component. In addition, some schools are using UFLI in K-2 to prevent gaps in PA and phonics.

Performance criteria that prompt the addition of Tier 3 interventions for students not meeting expectations/benchmarks during the school year:

Program-embedded assessments are used to progress monitor interventions effectiveness. If Tier 2 criteria above are not met (gap is not closing), return to problem-solving process, utilize ICEL/RIOT Framework, review fidelity of implementation and exclusionary factors, make instructional adjustments which may include a new goal, intervention, and/or a change in intensity.

Tier 1 Instruction + Tier 2 Interventions + Tier 3 Intensive Interventions

Beginning of Year Data

Students who meet the following criteria at the beginning of the school year:

Kindergarten: Scored in the Urgent Intervention level (Below 10 PR) on FAST Star Early Literacy in PM1 for 2025-2026, or a foundational skill gap is identified in PA or phonics using Applying the SoR at BCPS: Part 2.

Grade 1: Scored in the Urgent Intervention level (Below 10 PR) on FAST Star Early Literacy or Star Reading in PM1 for 2025-2026, OR a foundational skill gap is identified in PA or phonics using Applying the SoR at BCPS: Part 2.

Grade 2: Scored in the Urgent Intervention level (Below 10 PR) on FAST Star Reading in PM1 for 2025-2026, OR a foundational skill gap is identified in PA, phonics, fluency or vocabulary using Applying the SoR at BCPS: Part 2.

Grades 3-5: Scored below Level 2 on the 24-25 FAST Cambium PM3 or FAST Cambium PM1 for 2025-2026 OR a foundational skill gap is identified in PA, phonics, fluency or vocabulary using Applying the SoR at BCPS: Part 2.

*One singular data point does not solely determine need for Tier 3 intervention.

Number of times per week interventions are provided:
5 sessions per week

Number of minutes per intervention session:
30 minutes per session

Intensive, Individualized Instruction/Interventions
Indicate the evidence-based programs and/or practices used for Tier 3 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence. Add additional rows as needed.

Name of Program	ESSA Evidence Level	Verbiage (as needed)
Benchmark Advance Interventions for PA K-5, Phonics and Word Study K-5, Fluency K-5, and Comprehension 2-5	Moderate	NA
Reading Horizons Discovery K-3	Not Yet	The following IES Practice Guide Recommendations support the program: Assisting Students Struggling with Reading: RtI and MTSS Intervention in the Primary Grades - **Recommendation 3**: Provide intensive, systematic instruction on up to three foundational

		reading skills in small groups to students who score below the benchmark score on universal screening (Strong Evidence); Foundational Skills to Support Reading for Understanding in Kindergarten Through 3rd Grade - **Recommendation 2:** Develop awareness of the segments of sounds in speech and how they link to letters (Strong Evidence); Recommendation 3: Teach students to decode words, analyze word parts, and write and recognize words (Strong Evidence).
SIPPS Beginning, Extension & Challenge K-3	Moderate	NA
Vocabulary Surge 2-5	Not Yet	The following IES Practice Guide Recommendations support the program: Assisting Students Struggling with Reading: RtI and MTSS in the Primary Grades - **Recommendation 3:** Provide intensive, systematic instruction on up to three foundational reading skills in small groups to students who score below t h e benchmark score on universal screening (Strong Evidence); Foundational Skills to Support Reading for Understanding in Kindergarten Through 3rd Grade - **Recommendation 2:** Develop awareness of the segments of sounds in speech and how they link to letters (Strong Evidence); **Recommendation 3:** Teach students to decode words, analyze word parts, and write and recognize words (Strong Evidence).
Innovations for Learning High Impact Tutoring K-1	Strong	NA
Varsity Tutors 3-5	Not Yet	High-impact tutoring has shown large positive impacts on student achievement. This was added for our transformation schools with a high number of students who are significantly below grade level. This has been integrated into our transformation school's model.
Bridge the Gap-2-5	Moderate	NA
Bridge the Gap 2-5/ Heggerty K-2	Moderate	NA
UFLI Foundations	Strong	NA
Quick Reads	Strong	NA
Wordly Wise	Not Yet	The following IES Practice Guide Recommendations support the program: Foundational Skills to Support Reading for Understanding in Kindergarten Through 3rd Grade: **Recommendation 1:** Teach students academic language skills, including the use of inferential and narrative language, and vocabulary knowledge. The district will develop a plan to support and monitor implementation of this program by conducting school visits to observe, model, and provide feedback on implementation, including offering regular district-wide professional learning opportunities for teachers and coaches via a "train-the-trainer" model.

Indicate the evidence-based programs and/or practices implemented for students with a disability, students with an IEP, and students who are ELLs, if used instead of or in addition to programs above. Add additional rows as needed.		
Students with Disabilities		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
These programs are in addition to the other interventions listed on the CERP.		
SPIRE K-5	Promising	NA
Seeing Stars Grade: K-5	Strong	NA
Phonics for Reading Grade: 3-5	Not Yet	NA
Reading Mastery Grade: K-5	Strong	NA
Talkies Grade: PreK-2	Not Yet	The following IES Practice Guide Recommendations support the program: Foundational Skills to Support Reading for Understanding in Kindergarten Through 3rd Grade: **Recommendation 1:** Teach students academic language skills, including the use of inferential and narrative language, and vocabulary knowledge.
Structured Methods in Language Education (SMILE) Grade: PreK-5	Not Yet	The following IES Practice Guide Recommendations support the program: Foundational Skills to Support Reading for Understanding in Kindergarten Through 3rd Grade: **Recommendation 1:** Teach students academic language skills, including the use of inferential and narrative language, and vocabulary knowledge.
Visualizing and Verbalizing Grade: 1-8	Not Yet	The following IES Practice Guide Recommendations support the program: Foundational Skills to Support Reading for Understanding in Kindergarten Through 3rd Grade: **Recommendation 1:** Teach students academic language skills, including the use of inferential and narrative language, and vocabulary knowledge.
Unique Learning System K-12	Not Yet	The following IES Practice Guide Recommendations support the program: Assisting Students Struggling with Reading: RtI and MTSS in the Primary Grades - **Recommendation 3**: Provide intensive, systematic instruction on up to three foundational reading skills in small groups to students who score below the benchmark score on universal screening (Strong Evidence); Foundational Skills to Support Reading for Understanding in Kindergarten Through 3rd Grade - **Recommendation 2:** Develop awareness of the segments of sounds in speech and how they link to letters (Strong Evidence); Recommendation 3: Teach students to decode words, analyze word parts, and write and recognize words (Strong Evidence).
Fundations Grade: K-3 Wilson Reading System Grade: 2-12	Not Yet	The following IES Practice Guide Recommendations support the program: Assisting Students Struggling with Reading: RtI and MTSS in the Primary Grades - **Recommendation 3**: Provide intensive, systematic instruction on up to three foundational reading skills in small groups to students who score below the benchmark score on universal screening (Strong Evidence); Foundational Skills to Support Reading for

		Understanding in Kindergarten Through 3rd Grade - **Recommendation 2:** Develop awareness of the segments of sounds in speech and how they link to letters (Strong Evidence); Recommendation 3: Teach students to decode words, analyze word parts, and write and recognize words (Strong Evidence).

English Language Learners (ELLs)		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
These programs are in addition to the other interventions listed on the CERP.		

For K-3 students who have a substantial deficiency in reading or characteristics of dyslexia, identify the multisensory interventions provided.

Reading Horizons Discovery, SIPPS, and SPIRE all include a multisensory component. In addition, some schools are using UFLI in K-2 to prevent gaps in PA and phonics.

What processes and procedures are in place to identify and solve problems to improve the effectiveness of Tier 3 interventions?

MTSS provides support to CPST members to ensure compliance with data collection, including progress monitoring of all MTSS instructional strategies, interventions, and other resources used to help all students achieve reading success. MTSS evaluates the effectiveness of tiered interventions at schools. The District Literacy Leadership Team monitors multiple data points, including program-embedded PM assessments from high-quality instructional materials (HQIM). The Office of Academics (Elementary, Secondary, ESE, and Bilingual/ESOL Departments) ensures that teachers are trained on how to use the reading decision charts' evidence-based instructional practices, strategies, and/or programs aligned with the CERP.

Schools monitor the effectiveness of Tier 3 interventions to ensure they are implemented with fidelity and discussed during regular MTSS meetings. Once the skill gap is eliminated, the student is phased back to a Tier 2 or exited from the intervention. If Tier 2 criteria are met, discontinue plan, monitor progress, and provide supplemental support.

7. **Summer Reading Camps (Rule 6A-6.053(8), F.A.C.)**
Requirements of Summer Reading Camps pursuant to s. 1008.25(8), F.S., include:

- Providing instruction to grade 3 students who score Level 1 on the statewide, standardized ELA assessment;
- Implementing evidence-based explicit, systematic, and multisensory reading instruction in phonemic awareness, phonics, fluency, vocabulary, and comprehension; and
- Providing instruction by a highly effective teacher endorsed or certified in reading.
  - *Note: Instructional personnel who possess a literacy micro-credential **may not** be assigned to these students.*

7a. Provide a description of the district's plan to meet each requirement for Summer Reading Camps required by s. 1008.25(8), F.S. As a reminder, instructional personnel providing services to retained third grade students, including those attending Summer Reading Camp, must be certified or endorsed in reading and rated highly effective as determined by the teacher's performance evaluation under s. 1012.34, F.S.

Summer Reading Camps for Retained Grade 3 Students
Schedule: June 22nd - July 16th, 6 hours a day for students The Summer Reading Academy is scheduled for approximately 96 total hours

Evidence-Based Instructional Materials to be used, as defined in 20 U.S.C. s. 7801(21)(A)(i): Benchmark Advance 2022 and UFLI instructional materials will be utilized. Both feature explicit and systematic standards-based lessons. The curriculum includes whole-group and small-group differentiated reading and writing instruction. Lessons address skills in all components of reading instruction: phonological awareness, phonics, fluency, vocabulary, comprehension, handwriting, writing, and oral language. Teaching and learning practices provide phonological awareness instruction, multisensory phonics activities, opportunities to extend responses through writing about reading, critical thinking skills to build vocabulary, content knowledge, and oral language.
Alternative Assessment Used: Students will be provided with the opportunity to meet good cause promotion criteria through an alternative assessment (iReady), administered during the final week of Third Grade Summer Reading Academy. The resources and instructional materials listed below will be used to support the teaching and learning of students participating in the BCPS Third Grade Summer Reading Academy.
Additional Information (optional): The Third-Grade Summer Reading Academy will be offered to third-grade students who scored a Level 1 on FAST PM3 for ELA. The Summer Camp opportunity will be scheduled for approximately 96 total hours, with curriculum and instruction aligned to BCPS CERP for 2026-2027. The curriculum will be implemented by highly effective teachers who are either certified or endorsed in reading. An intensive focus on foundational skills and student literacy development will be prioritized. Curriculum options will be provided to meet the differentiated needs of all students attending. Science and social studies topics will be integrated through content-based text reading and writing that maximize vocabulary development and knowledge building. This year, the genre of testing will also be taught.

7b. Districts have the option of providing Summer Reading Camps to students in grades K-5 with a reading deficiency.

Summer Reading Camps for Students in Grades K-5
Will the district implement this option? **☐Yes ☒No**
If yes, please describe the grade level(s) that will be invited to participate.

Grades 6-8

8. Grades 6-8 Assessments

FAST				
Name of the Assessment	**Target Audience**	**What component of reading is assessed?**	**Assessment Type**	**How often is the data collected?**
FAST ELA Reading	☒ Grade 6 ☒ Grade 7 ☒ Grade 8	☒ Vocabulary ☒ Comprehension	☒ Screening ☒ Progress Monitoring ☒ Summative	☒ 3 x Year

Indicate in the chart below the assessment(s) used to guide instructional decision-making for grades 6-8 students. Add additional rows as needed.

Additional Assessment(s)				
Name of the Assessment	**Target Audience (Grades 6-8) (Select all that apply.)**	**What component of reading is assessed? (Select all that apply.)**	**Assessment Type (Select all that apply.)**	**How often is the data collected?**
Other District Assessment **Northwest Evaluation Association (NWEA) MAP** (Intensive Reading Students only)	☒ Grade 6 ☒ Grade 7 ☒ Grade 8 ☐ All Students ☒ Select Students	☐ Oral Language ☐ Phonological Awareness ☐ Phonics ☐ Fluency ☒ Vocabulary ☒ Comprehension	☐ Screening ☒ Progress Monitoring ☒ Diagnostic ☐ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☒ 3 x Year ☐ Annually ☐ As Needed ☐ Other
Other District Assessment **HMH Code Placement** (Intensive Reading Students scoring below 195 on NWEA MAP)	☒ Grade 6 ☒ Grade 7 ☒ Grade 8 ☐ All Students ☒ Select Student	☒ Oral Language ☒ Phonological Awareness ☒ Phonics ☒ Fluency ☐ Vocabulary ☐ Comprehension	☐ Screening ☒ Progress Monitoring ☒ Diagnostic ☐ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☒ 3 x Year ☐ Annually ☒ As Needed ☐ Other
Other District Assessment **San Diego Quick Assessment with Considerations for ELLs** (Intensive Reading Students scoring below 195 on NWEA MAP)	☒ Grade 6 ☒ Grade 7 ☒ Grade 8 ☐ All Students ☒ Select Student	☐ Oral Language ☐ Phonological Awareness ☒ Phonics ☐ Fluency ☐ Vocabulary ☐ Comprehension	☐ Screening ☒ Progress Monitoring ☒ Diagnostic ☐ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☐ 3 x Year ☐ Annually ☒ As Needed ☐ Other
Other District Assessment **Assessing Comprehension and Communication in English State-to-State (ACCESS) English Language Proficiency Test** (EL Ls)	☒ Grade 6 ☒ Grade 7 ☒ Grade 8 ☐ All Students ☒ Select Student	☒ Oral Language ☐ Phonological Awareness ☒ Phonics ☒ Fluency ☒ Vocabulary ☒ Comprehension	☐ Screening ☒ Progress Monitoring ☒ Diagnostic ☐ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☒ 3 x Year ☐ Annually ☒ As Needed ☒ Other (2X year)

DRAFT

9. Describe the district's process (e.g., MTSS) for identifying grades 6-8 students in need of Tier 2/Tier 3 interventions.

The Secondary Decision Chart is aligned with the Simple View of Reading as described below, based on the PLACE portion of the Place-Plan-Monitor tool.

The first data point that is considered is FAST. Students with a level 3 and higher have their literacy needs addressed. If a student does not have at least a level 3 on FAST, the NWEA MAP, a proxy for language comprehension, and the Code Placement Test, a measure of word recognition, are administered.

If the student is proficient and above and an advancing decoder, this shows the student can grapple with on grade-level text in a Tier 1 class and have their literacy needs addressed in the ELA classroom and is not in need of an additional reading intervention, but their literacy skills are closely monitored by the Literacy Coach in case the student's needs change.

Students who score low on one or both assessments, NWEA MAP and Code Placement Test-- need additional reading support. If students can read the words on the page-as indicated by testing out of decoding on the Code Placement Test-- but don't know what those words mean -as indicated by a low MAP score that is below the 30th percentile- students need Tier 2 intervention with Read 180 addressing comprehension and vocabulary. If students can't read the words on the page as indicated by a low Code Placement Test score (entry points at segment 1), they are placed in Tier 3 with The Code (part of Read 180 and formerly System 44), focusing on phonological awareness, phonics, and fluency.

Students with an IEP and students who have a poor or questionable response to Tier 3 intervention are given the Diagnostic Assessments of Reading (DAR), and their data is discussed by the school's Collaborative Problem- Solving Team to determine next steps.

Beginning ELLs with an English Language Proficiency (ELP) score of a 1 or 2, OR A1, A2, or B1 are placed into the Developmental Language Arts/ ESOL Reading course to develop language skills. ELLs without a background of literacy in their home language may also be placed into a Tier 3 reading course depending on their needs.

10. Explain how the effectiveness of Tier 1 instruction is monitored.

The data from the above assessments are reviewed monthly and at the end of each assessment period to ensure that 80% of students are proficient. Classrooms (or schools) where specified Tier 1 curriculum and supplemental resources are not improving student literacy outcomes, identified teachers receive PL and support in implementing differentiated instruction using evidence-based resources and instructional practices to ensure the curriculum is being implemented with fidelity.

11. Explain how the effectiveness of Tier 2 interventions is monitored.

Program fidelity and student assessment data are monitored by the Secondary Learning Department and by school-based Literacy Leaders via Instructional Reviews by the Regional Office, and Secondary Learning provides feedback to the school on the implementation. This data is used to target school support throughout the school year.

Instructional Reviews take place to identify and solve problems to improve the effectiveness of Tier 2 intervention, including alignment with core curriculum and instruction when progress monitoring data indicates students in specific grade levels and classrooms are not progressing towards grade-level proficiency. These will be led by the Secondary Learning Department in collaboration with members of the Regional Offices, ESE, and Bilingual/ESOL departments based on the identified needs of the school and subgroups.

The Secondary Learning Department provides classroom teachers with PL and support on analysis of progress monitoring data and additional assessments referenced in the plan to ensure alignment of Tier 1 and Tier 2.

Secondary Learning, ESE, and Bilingual/ESOL Department, in collaboration with District Partners, such as ELLevation, provide PL and support to schools implementing evidence-based intervention programs/resources/practices/strategies.

Using the MONITOR portion of the Place-Plan-Monitor guidance tool, school-based (CPST) meet to discuss student data throughout the school year. If students have shown mastery at a Tier (achieving Level 3 on FAST or Proficient on MAP for Tier 2 or mastery of the Code Placement for Tier 3) may "graduate" from their current Tier. If students are meeting the expectations of the course and have a positive RtI, the intervention continues as designed. If students have a questionable or poor RtI, the team uses guiding questions from the ICEL x RIOT chart to identify and address the root causes.

12. Explain how the effectiveness of Tier 3 interventions is monitored.

Program fidelity and student assessment data are monitored by the Secondary Learning Department and by school-based Literacy Leaders via Instructional Reviews by the Regional Office, and Secondary Learning provides feedback to the school on the implementation. This data is used to target school support throughout the school year.

Instructional Reviews take place to identify and solve problems to improve the effectiveness of Tier 3 intervention, including alignment with core curriculum and instruction when progress monitoring data indicates students in specific grade levels and classrooms are not progressing towards grade-level proficiency. These will be led by the Secondary Learning Department in collaboration with members of the Regional Offices, ESE, and Bilingual/ESOL departments based on the identified needs of the school and subgroups.

The Secondary Learning Department provides classroom teachers with PL and support on analysis of progress monitoring data and additional assessments referenced in the plan to ensure alignment of Tier 1 and Tier 2.

Secondary Learning, ESE, and ESOL Department, in collaboration with District Partners, such as ELLevation, provide PL and support to schools implementing evidence-based intervention programs/resources/practices/strategies.

Using the MONITOR portion of the Place-Plan-Monitor guidance tool, school-based CPST meet to discuss student data throughout the school year. If students have shown mastery at a Tier (achieving Level 3 on FAST or Proficient on MAP for Tier 2 or mastery of the Code Placement for Tier 3) may "graduate" from their current Tier. If students are meeting the expectations of the course and have a positive RtI, the intervention continues as designed. If students have a questionable or poor RtI, the team uses guiding questions from the ICEL x RIOT chart to identify and address the root causes.

Grades 6-8 Decision Tree	
Tier 1 (Core) Only	
Beginning of Year Data	
Students must meet the following criteria at the beginning of the school year: A score of level 3 and up on the FAST AND a score above the 30th percentile on the MAP.	
List performance criteria that indicate Tier 1 is sufficient for at least 80% of students. Students are scoring 75% or higher on within program formative assessments.	
What procedures are in place to identify and solve problems to improve the effectiveness of Tier 1 instruction? Classrooms (or schools) where specified Tier 1 curriculum and supplemental resources are not improving student literacy outcomes, identified teachers receive PL and support in implementing differentiated instruction using evidence-based resources and instructional practices to ensure the curriculum is being implemented with fidelity.	
Core Instruction **Indicate the core curriculum utilized. Add additional rows as needed.**	
Name of Program	**Year of Program Adoption**
Houghton Mifflin Harcourt (HMH) Into Literature (Every Student Succeeds Act (ESSA) Rating: Moderate)	**2021**
Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year: Students who drop below level 3 on the FAST receive additional support through the Into Literature differentiated resources and are targeted for additional support through extended learning opportunities.	

DRAFT

Tier 1 Instruction + Tier 2 Interventions

Beginning of Year Data

Students who meet the following criteria at the beginning of the school year:
A score of level 1 or 2 on the FAST AND a score below the 30th percentile on the MAP.

Number of times per week interventions are provided:
3-5
Number of minutes per intervention session:
45-90
Course(s) where interventions take place:
Intensive Reading

Supplemental Instruction/Interventions
Indicate the evidence-based programs and/or practices used for Tier 2 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.
Add additional rows as needed.

Name of Program	ESSA Evidence Level	Verbiage (as needed)
HMH Read 180	Strong	NA

Indicate the evidence-based programs and/or practices implemented for students with a disability, students with an IEP, and students who are ELLs**, as applicable.**
Add additional rows as needed.

Students with Disabilities

Name of Program	ESSA Evidence Level	Verbiage (as needed)
Specialized Program Individualizing Reading Excellence (SPIRE)	Promising	NA

English Language Learners

Name of Program	ESSA Evidence Level	Verbiage (as needed)
iLit/ELL	Promising	NA
Imagine Learning	Promising	NA

Performance criteria that prompt the addition of Tier 3 interventions for students not meeting expectations/benchmarks during the school year:

If program embedded assessments in comprehension are 65% or below, then intensify instruction by increasing frequency and reducing group size of small group instruction and using program embedded Resources for Differentiated Instruction (RDI).

Tier 1 Instruction + Tier 2 Interventions + Tier 3 Intensive Interventions

Beginning of Year Data

Students who meet the following criteria at the beginning of the school year:

A score of level 1 or 2 on FAST, a score below the 30th percentile on the MAP, and a score that indicates a level 1, 4, 7, or 9 entry point on the Code Placement Test.

Number of times per week interventions are provided:
3-5
Number of minutes per intervention session:
45-90 with additional individual or small group teacher-led instruction as needed.
Course(s) where interventions take place: Intensive Reading

Intensive, Individualized Instruction/Interventions
Indicate the evidence-based programs and/or practices used for Tier 3 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.
Add additional rows as needed.

Name of Program	ESSA Evidence Level	Verbiage (as needed)
HMH Read 180 The Code (part of Read 180 and formerly System 44)	**Strong**	**NA**

Indicate the evidence-based programs and/or practices implemented for students with a disability, students with an IEP and students who are (ELLs), as applicable.
Add additional rows as needed.

Students with Disabilities

Name of Program	ESSA Evidence Level	Verbiage (as needed)
Specialized Program Individualizing Reading Excellence (SPIRE)	Promising	NA

English Language Learners

Name of Program	ESSA Evidence Level	Verbiage (as needed)
iLit/ELL	Promising	NA
Imagine Learning	Promising	NA

What procedures are in place to identify and solve problems to improve the effectiveness of Tier 3 interventions?

Program fidelity and student assessment data are monitored by the Secondary Learning Department and by school-based Literacy Leaders via Instructional Reviews by the Regional Office, and Secondary Learning provides feedback to the school on the implementation. This data is used to target school support throughout the school year.

Instructional Reviews take place to identify and solve problems to improve the effectiveness of Tier 2 intervention, including alignment with core curriculum and instruction when PM data indicates students in specific grade levels and classrooms are not progressing towards grade-level proficiency. These will be led by the Secondary Learning Department in collaboration with members of the Regional Offices, ESE, and Bilingual/ESOL departments based on the identified needs of the school and subgroups.

The Secondary Learning Department provides classroom teachers with PL and support on analysis of PM data and additional assessments referenced in the plan to ensure alignment of Tier 1 and Tier 2.

Secondary Learning, ESE, and Bilingual/ESOL Departments in collaboration with District Partners, such as ELLevation, provide PL and support to schools implementing evidence-based intervention programs/resources/practices/strategies.

Using the MONITOR portion of the Place-Plan-Monitor guidance tool, school-based CPST meet to discuss student data throughout the school year. If students have shown mastery at a Tier (achieving Level 3 on FAST or Proficient on MAP for Tier 2 or mastery of the Code Placement for Tier 3) may "graduate" from their current Tier. If students are meeting the expectations of the course and have a positive RtI, the intervention continues as designed. If students have a questionable or poor RtI the team uses guiding questions from the ICEL x RIOT chart to identify and address the root causes.

Grades 9-12

13. Grades 9-12 Assessments

FAST				
Name of the Assessment	**Target Audience**	**What component of reading is assessed?**	**Assessment Type**	**How often is the data collected?**
FAST ELA Reading	☒ Grade 6 ☒ Grade 7 ☒ Grade 8	☒ Vocabulary ☒ Comprehension	☒ Screening ☒ Progress Monitoring ☒ Summative	☒ 3 x Year

Indicate in the chart below the assessment(s) used to guide instructional decision-making for grades 6-8 students. Add additional rows as needed.

Additional Assessment(s)				
Name of the Assessment	**Target Audience (Grades 6-8) (Select all that apply.)**	**What component of reading is assessed? (Select all that apply.)**	**Assessment Type (Select all that apply.)**	**How often is the data collected?**
Other District Assessment **NWEA MAP** (Intensive Reading Students only)	☒ Grade 6 ☒ Grade 7 ☒ Grade 8 ☐ All Students ☒ Select Students	☐ Oral Language ☐ Phonological Awareness ☐ Phonics ☐ Fluency ☒ Vocabulary ☒ Comprehension	☐ Screening ☒ Progress Monitoring ☒ Diagnostic ☐ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☒ 3 x Year ☐ Annually ☐ As Needed ☐ Other
Other District Assessment **HMH Code Placement** (Intensive Reading Students scoring below 195 on NWEA MAP)	☒ Grade 6 ☒ Grade 7 ☒ Grade 8 ☐ All Students ☒ Select Student	☒ Oral Language ☒ Phonological Awareness ☒ Phonics ☒ Fluency ☐ Vocabulary ☐ Comprehension	☐ Screening ☒ Progress Monitoring ☒ Diagnostic ☐ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☒ 3 x Year ☐ Annually ☒ As Needed ☐ Other
Other District Assessment **San Diego Quick Assessment with Considerations for ELLs** (Intensive Reading Students scoring below 195 on NWEA MAP)	☒ Grade 6 ☒ Grade 7 ☒ Grade 8 ☐ All Students ☒ Select Student	☐ Oral Language ☐ Phonological Awareness ☒ Phonics ☐ Fluency ☐ Vocabulary ☐ Comprehension	☐ Screening ☒ Progress Monitoring ☒ Diagnostic ☐ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☐ 3 x Year ☐ Annually ☒ As Needed ☐ Other
Other District Assessment	☒ Grade 6 ☒ Grade 7	☒ Oral Language	☐ Screening ☒ Progress	☐ Weekly ☐ 2 x Month

Additional Assessment(s)				
Name of the Assessment	**Target Audience (Grades 6-8) (Select all that apply.)**	**What component of reading is assessed? (Select all that apply.)**	**Assessment Type (Select all that apply.)**	**How often is the data collected?**
ACCESS English Language Proficiency Test (ELLs)	☒ Grade 8 ☐ All Students ☒ Select Student	☐ Phonological Awareness ☒ Phonics ☒ Fluency ☒ Vocabulary ☒ Comprehension	Monitoring ☒ Diagnostic ☐ Summative	☐ Monthly ☐ Quarterly ☒ 3 x Year ☐ Annually ☒ As Needed ☒ Other (2X year)

14. Describe the district's process (e.g., MTSS) for identifying grades 6-8 students in need of Tier 2/Tier 3 interventions.

The Secondary Decision Chart is aligned with the Simple View of Reading. The first data point that is considered is FAST. Students with a level 3 and higher have their literacy needs addressed. If a student does not have at least a level 3 on FAST, the NWEA MAP, a proxy for language comprehension, and the Code Placement Test, a measure of word recognition is administered.

If the student is proficient and above and an advancing decoder, this shows t h e student can grapple with on-grade-level text in a Tier 1 class and have their literacy needs addressed in the ELA classroom and is not in need of an additional reading intervention, but their literacy skills are closely monitored by the Literacy Coach in case the student needs change.

Students who score low on one or both assessments—NWEA MAP and Code Placement Test need additional reading support. If students can read the words on the page-as indicated by testing out of decoding on the Code Placement Test but don't know what they mean as indicated by a low MAP score that is below the 30th percentile, students need Tier 2 intervention with Read 180 addressing comprehension and vocabulary. If students can't read the words on the page as indicated by a low Code Placement Test score (entry points at segment 1), they are placed in Tier 3 with The Code (part of Read 180 and formerly System 44) focusing on phonological awareness, phonics, and fluency.

Students with an IEP and students who have a poor or questionable response to Tier 3 intervention are given the DAR, and their data is discussed by the school's CPST to determine next steps.

15. Explain how the effectiveness of Tier 1 instruction is monitored.

The data from the above assessments are reviewed monthly and at the end of each assessment period to ensure that 80% of students are proficient. Classrooms (or schools) where specified Tier 1 curriculum and supplemental resources are not improving student literacy outcomes, identified teachers receive PL and support in implementing differentiated instruction using evidence-based resources and instructional practices to ensure the curriculum is being implemented with fidelity.

16. Explain how the effectiveness of Tier 2 interventions is monitored.

Program fidelity and student assessment data are monitored by the Secondary Learning Department. Instructional Reviews by the Regional Office and Secondary Learning provides feedback to the school on the implementation. This data is used to target school support throughout the school year.

Instructional Reviews take place to identify and solve problems to improve the effectiveness of Tier 2 intervention, including alignment with core curriculum and instruction when PM data indicates students in specific grade levels and classrooms are not progressing towards grade-level proficiency. These will be led by the Secondary Learning Department in collaboration with members of the Regional Offices, ESE, and Bilingual/ESOL departments based on the identified needs of the school and subgroups.

Secondary Learning Department provides classroom teachers with PL and support on analysis of PM data and additional assessments referenced in the plan to ensure alignment of Tier 1 and Tier 2. Secondary Learning, ESE, and Bilingual/ESOL Departments, in collaboration with District Partners, such as ELLevation, provide PL and support to schools implementing evidence-based intervention programs/resources/practices/strategies.

School CPST meet to discuss student data. If less than 80% of the class is making progress in the intervention, the team reviews student assessment data, classroom walkthroughs, attendance data, and behavior data to identify the root cause and adjust the intervention as needed.

17. Explain how the effectiveness of Tier 3 interventions is monitored.

Program fidelity and student assessment data are monitored by the Secondary Learning Department and by school-based Literacy Leaders via Instructional Reviews by the Regional Office, and Secondary Learning provides feedback to the school on the implementation. This data is used to target school support throughout the school year.

Instructional Reviews take place to identify and solve problems to improve the effectiveness of Tier 2 intervention, including alignment with core curriculum and instruction when PM data indicates students in specific grade levels and classrooms are not progressing towards grade-level proficiency. These will be led by the Secondary Learning Department in collaboration with members of the Regional Offices, ESE, and Bilingual/ESOL departments based on the identified needs of the school and subgroups.

The Secondary Learning Department provides classroom teachers with PL and support on analysis of progress monitoring data and additional assessments referenced in the plan to ensure alignment of Tier 1 and Tier 2.

Secondary Learning, ESE, and Bilingual/ESOL Departments in collaboration with District Partners, such as ELLevation, provide PL and support to schools implementing evidence-based intervention programs/resources/practices/strategies.

Using the MONITOR portion of the Place-Plan-Monitor guidance tool, school-based CPST meet to discuss student data throughout the school year. If students have shown mastery at a Tier (achieving Level 3 on FAST or Proficient on MAP for Tier 2 or mastery of the Code Placement for Tier 3) may "graduate" from their current Tier. If students are meeting the expectations of the course and have a positive RTI, the intervention continues as designed. If students have a questionable or poor RTI, the team uses guiding questions from the ICEL x RIOT chart to identify and address the root causes.

Grades 9-12 Decision Tree	
Tier 1 (Core) Only	
Beginning of Year Data	
Students must meet the following criteria at the beginning of the school year: A score of level 3 and up on the FAST AND a score above the 30th percentile on the MAP.	
List performance criteria that indicate Tier 1 is sufficient for at least 80% of students. Students are scoring 75% or higher on within program formative assessments.	
What procedures are in place to identify and solve problems to improve the effectiveness of Tier 1 instruction? Classrooms (or schools) where specified Tier 1 curriculum and supplemental resources are not improving student literacy outcomes, identified teachers receive PL and support in implementing differentiated instruction using evidence-based resources and instructional practices to ensure the curriculum is being implemented with fidelity.	
Core Instruction **Indicate the core curriculum utilized. Add additional rows as needed.**	
Name of Program	**Year of Program Adoption**
HMH Into Literature (ESSA Rating: Moderate)	**2021**
Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year: Students who drop below level 3 on the FAST receive additional support through the Into Literature differentiated resources and are targeted for additional support through extended learning opportunities.	

Tier 1 Instruction + Tier 2 Interventions		
Beginning of Year Data		
Students who meet the following criteria at the beginning of the school year: A score of level 1 or 2 on the FAST AND a score below the 30th percentile on the MAP.		
Number of times per week interventions are provided: 3-5 **Number of minutes per intervention session:** 45-90 **Course(s) where interventions take place:** Intensive Reading		
Supplemental Instruction/Interventions **Indicate the evidence-based programs and/or practices used for Tier 2 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.** **Add additional rows as needed.**		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
HMH Read 180	Strong	NA
Indicate the evidence-based programs and/or practices implemented for students with a disability, students with an IEP, and students who are ELLs, as applicable. **Add additional rows as needed.**		
Students with Disabilities		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
SPIRE	Promising	NA

English Language Learners (ELLS)		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
iLit/ELL	Promising	NA
Imagine Learning	Promising	NA

Performance criteria that prompt the addition of Tier 3 interventions for students not meeting expectations/benchmarks during the school year:

If program embedded assessments in comprehension are 65% or below, then intensify instruction by increasing frequency and reducing group size of small group instruction and using program embedded RDI.

Tier 1 Instruction + Tier 2 Interventions + Tier 3 Intensive Interventions

Beginning of Year Data

Students who meet the following criteria at the beginning of the school year:

A score of level 1 or 2 on the FAST, a score below the 30th percentile on the MAP, and a score that indicates a level 1, 4, 7, or 9 entry point on the Code Placement Test.

Number of times per week interventions are provided:
3-5
Number of minutes per intervention session:
45-90 with additional individual or small group teacher-led instruction as needed.

Course(s) where interventions take place: Intensive Reading

Intensive, Individualized Instruction/Interventions
Indicate the evidence-based programs and/or practices used for Tier 3 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.
Add additional rows as needed.

Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
HMH Read 180 The Code (part of Read 180 and formerly System 44)	**Strong**	**NA**

Indicate the evidence-based programs and/or practices implemented for students with a disability, students with an IEP, and students who are ELLs, as applicable.
Add additional rows as needed.

Students with Disabilities		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
Specialized Program Individualizing Reading Excellence (SPIRE)	Promising	NA

English Language Learners (ELLS)		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
iLit/ELL	Promising	NA
Imagine Learning	Promising	NA

What procedures are in place to identify and solve problems to improve the effectiveness of Tier 3 interventions?

Program fidelity and student assessment data are monitored by the Secondary Learning Department and by school-based Literacy Leaders via Instructional Reviews by the Regional Office, and Secondary Learning provides feedback to the school on the implementation. This data is used to target school support throughout the school year.

Instructional Reviews take place to identify and solve problems to improve the effectiveness of Tier 2 intervention, including alignment with core curriculum and instruction when PM data indicates students in specific grade levels and classrooms are not progressing towards grade-level proficiency. These will be led by the Secondary Learning Department in collaboration with members of the Regional Offices, ESE, and Bilingual/ESOL departments based on the identified needs of the school and subgroups.

The Secondary Learning Department provides classroom teachers with PL and support on analysis of progress monitoring data and additional assessments referenced in the plan to ensure alignment of Tier 1 and Tier 2.

Secondary Learning, ESE, and ESOL Department, in collaboration with District Partners, such as ELLevation, provide PL and support to schools implementing evidence-based intervention programs/resources/practices/strategies.

Using the MONITOR portion of the Place-Plan-Monitor guidance tool, school-based CPST meet to discuss student data throughout the school year. If students have shown mastery at a Tier (achieving Level 3 on FAST or Proficient on MAP for Tier 2 or mastery of the Code Placement for Tier 3) may "graduate" from their current Tier. If students are meeting the expectations of the course and have a positive RtI, the intervention continues as designed. If students have a questionable or poor RtI, the team uses guiding questions from the ICEL x RIOT chart to identify and address the root causes.

5) Professional Learning (PL) (Rule 6A-6.053(9)(b)3.f.—j., F.A.C.)

Describe the literacy PL that will be provided by the district and/or schools, aligned to the requirements below:

- Provide PL required by ss. 1012.585(3)(f) and 1012.98(5)(b)11., F.S., which includes training to help teachers integrate phonemic awareness, phonics, word study and spelling, fluency, vocabulary and text comprehension strategies into an explicit, systematic and sequential approach to reading instruction, including multisensory intervention strategies;
- Provide PL in B.E.S.T. ELA Standards and evidence-based reading practices and programs;
- Provide PL to help instructional personnel and certified PreK teachers funded in the Florida Education Finance Program (FEFP) earn a certification, a credential, an endorsement, or an advanced degree in scientifically researched and evidence-based reading instruction;
- Differentiate and intensify PL for teachers based on progress monitoring data;
- Identify mentor teachers and establish model classrooms within the school; and
- Ensure that time is provided for teachers to meet weekly for PL.

Provide the Name of PL, Target Audience, and Description.
Add additional rows as needed.

Name of Professional Learning	Target Audience	Description
Birth to 3 Language and Literacy	Early Childhood	Infant and toddler environments provide wonderful opportunities for caregivers to support and develop literacy and language skills. Students are expected to communicate in

	Education Teachers	their target language appropriately, accurately, and effectively in a range of different social, cultural, and academic contexts. This course is designed to give teachers the framework for understanding and planning for language and literacy success for students between the ages of zero and three.
Curriculum Fidelity for Preschool Overview	Early Childhood Education Teachers	Curriculum fidelity is a cornerstone in all quality preschool programs. This course will examine the connection between the physical environment, classroom structure, teacher-child interactions, and best practices. Participants will become familiar with the Curriculum Fidelity Checklist used in the Head Start and VPK programs. This checklist outlines ways to implement new classroom practice or modify existing practice to meet high-quality and performance standards of the Head Start and VPK programs.
Emergent Literacy in Preschool Classrooms	Early Childhood Education Teachers	Participants will identify the importance of phonemic awareness, oral language, concepts of print, shared reading, and writing in the development of early reading and writing skills. This workshop includes an overview of the early literacy program, along with the use of the Heggerty Phonemic Awareness program. Connections between the Head Start Child Development and Early Learning Framework, Florida Early Learning and Developmental Standards, Florida State Standards for Kindergarten, Marzano's Framework, and the CLASS observation tool, will be illustrated.
Differentiation in Preschool	Early Childhood Education Teachers	Participants learn strategies related to differentiated instruction when teaching a small group or individual children across all areas (cognitive, social/emotional, mathematical thinking, scientific inquiry, social studies, ELA, language, and literacy). Connections between the revised Head Start Child Development and Early Learning Framework and Florida Early Learning and Developmental Standards will be addressed.
English Language Learners in PreK	Early Childhood Education Teachers	Explore what research says about how preschool children develop language when processing two or more languages. Learn to identify and use research-based strategies, such as modeling, and other supports. Locate resources for supporting high-quality instructional interactions with children who are dual language learners. This self-paced course offers strategies to assist ELLs from the Big 5 of Language Development, including research related to diverse populations.
Course #1: The SoR, B.E.S.T. Standards, and Instructional Materials	K-5 ELA Teachers, Instructional Leaders, & Literacy Coaches	Participants will engage in an overview of the correlation between SoR and the B.E.S.T. Standards. This course will focus on SoR alignment to the ELA Materials as found within the read-aloud, phonics and word study, reading & writing mini-lessons, and small-group lessons in Benchmark Advance for Grades K-5.
Course #2: The SoR: Word Recognition	K-5 ELA Teachers, Instructional Leaders, & Literacy Coaches	Participants will dive deeper into SoR by developing a deeper understanding of the "word recognition" component of the Simple View of Reading. This will include an understanding of the key takeaways from the body of research that lead to evidence-based practices. This understanding, combined with hands-on practice and application of essential strategies, will assist teachers in improving student understanding and application of phonological awareness, phonics, and fluency

		skills essential to ensure decoding, thus creating a condition for comprehension to occur.
Course #3: The SoR: Language Comprehension	K-5 ELA Teachers, Instructional Leaders, & Literacy Coaches	Participants will dive deeper into SoR by developing a deeper understanding of the "language comprehension" component of the Simple View of Reading. This will include an understanding of the key takeaways from the body of research that lead to evidence-based practices. This understanding, combined with hands-on practice and application of essential strategies, will assist teachers in improving student understanding and application of the oral language, vocabulary, background knowledge, literacy knowledge, and language structure skills essential to ensure language comprehension and create a condition for comprehension to occur.
Course #4: SoR: Fluid & Flexible Small Group Instruction	K-5 ELA Teachers, Instructional Leaders, & Literacy Coaches	This course will focus on the why, when, and how of SoR-aligned, small group instruction. Participants will learn about the importance of fluid and flexible small groups and the past practices that created barriers for non-decoders. This PL will also include the disaggregation of student data to determine areas of focus, guide instructional decisions, and effectively plan for small group instruction.
Course #5: The SoR: The Reading & Writing Connection	K-5 ELA Teachers, Instructional Leaders, & Literacy Coaches	During this course, participants will learn about the companion to Scarborough's Reading Rope Sedita's Writing Rope, which summarizes the key takeaways from the research about writing. Then, participants will learn of the role writing plays in cementing student learning. Next, teachers will make connections between the evidence, the B.E.S.T. Standards for ELA, and our high-quality instructional materials in Benchmark Advance. Finally, participants will utilize writing rubrics to analyze student work, use evidence of encoding to assess phonics skills, and plan for the next steps in writing instruction.
Course #6: SoR: Enriching All Students Through Project-Based Learning	K-5 ELA Teachers, Instructional Leaders, & Literacy Coaches	Just as it is essential that students have a strong understanding of the foundational skills needed to read on grade level, it is equally important to enrich students to foster a love of learning. In this course, participants will understand the role enrichment plays for all students. Then, teachers will make connections to the B.E.S.T. Standards for ELA. Finally, participants will dive into Benchmark Advance to explore resources to plan for impactful enrichment.
SoR-ing with Intensive Reading	Grades 6-12 reading teachers and coaches	In this interactive course, reading teachers, literacy coaches, and support staff in grades 6-12 will learn the research that makes up what is known as the SoR, and engage in activities that connect the B.E.S.T. standards and components of literacy. Participants will apply what they have learned to an upcoming lesson.
Evidence-Based Decoding & Encoding	Grades 6-12 reading teachers and coaches	In this interactive workshop, secondary reading teachers will learn, practice, and apply evidence-based methods to provide differentiated, scaffolded decoding and encoding instruction to small groups and individual students. Methods include the use of physical and digital manipulatives, contrastive analysis for linguistically diverse students, and engaging ways to provide multiple exposures to new spelling/sound patterns through retrieval practice.
Evidence-Based	Grades 6-12 reading	In this interactive workshop, secondary reading teachers will learn, practice, and apply evidence-based methods to

Comprehension Instruction	teachers and coaches	provide differentiated, scaffolded decoding and encoding instruction to small groups and individual students. Methods include the use of physical and digital manipulatives, contrastive analysis for linguistically diverse students, and engaging ways to provide multiple exposures to new spelling/sound patterns through retrieval practice.
Best-Practices in Stations	Grades 6-12 reading teachers and coaches	This is a dynamic teacher training course designed to enhance reading instruction through the effective use of the Read180 program, which delves into the dual components, the Read180 comprehension model, as well as the Read180 foundational model The Code. Participants will learn how to implement station rotations and select the proper rotational models to meet the needs of the varied academic levels of students. The course emphasizes the importance of continuous monitoring to track student progress and managing these rotations and stations to make data-driven adjustments. By the end of the course, educators will be equipped with strategies to optimize the Read180 stations.
The Read-Write Connection	Grades 6-12 reading teachers and coaches	Reading teachers will engage in activities that illustrate how reading skills are taught, applied, and assessed through writing assignments embedded in the adopted Intensive Reading curriculum. Reading teachers will learn and practice new instructional strategies on day one, implement them in the classroom, and then bring back student work for day two. On day two, teachers will collaborate on analyzing student-written work and determining what it means about the students' comprehension of the content and use this information to guide their planning for the next unit of instruction.
Reading Data & Differentiation	Grades 6-12 reading teachers and coaches	In this workshop, participants will tailor small group instruction to meet the needs of all learners by using data to differentiate instruction and motivate students. Participants will learn a variety of strategies for data chats and leave with a variety of Teacher Central Resources for differentiating instruction and modeling differentiated lessons.
SoR-ing with ELA	Grades 6-12 ELA teachers and coaches	Participants will learn about the research and background behind the SoR and how strategies that support the Foundational Standards can be implemented in Tier 1 instruction. Engaging activities will allow participants to gain an understanding of how students learn to read, the science behind the methodologies in reading classes, the importance of vocabulary instruction, and strategies for implementation. Participants will have an opportunity to enhance current lesson plans with newly gained knowledge of SoR strategies as well as with the tools and resources from their instructional materials.
ELA Key Benchmarks	Grades 6-12 ELA teachers and coaches	This one-day training will take ELA teachers into a deep dive into the "priority standards" within the B.E.S.T. standards/benchmarks and identified within the HMH Into Literature curriculum. Priority Standards are also known as Marzano's Critical Content. Teachers will explore each priority standard/benchmark with a close analysis of strategies for teaching the standards and sample assessments that provide effective progress monitoring and opportunities for targeted feedback. Teachers will be integrating the standards with their instructional planning, as well as practicing providing effective feedback.

ELA Centers, Stations, and Playlists	Grades 6-12 ELA teachers and coaches	This one-day training will model the design of student centers, stations, and playlists for use with the HMH Into Literature curriculum. Teachers will explore adapting the BEST standards-based components in the adopted curriculum to design centers and playlists to support scaffolding and differentiation, as well as student voice and choice in formative assessments. Teachers will be integrating the standards-based strategies with their instructional planning, as well as practice providing effective coordination and feedback.
ELA Designing for Rigor	Grades 6-12 ELA teachers and coaches	This one-day training will model and provide opportunities to practice the conditions for rigorous instruction in the ELA classroom. The workshop provides a comprehensive overview of five components for ensuring rigorous instruction and assessment, as well as strategies for practice. The content and practice will be directed toward an ELA audience, using the adopted curriculum.
Reading & Writing Workshop	Grades 6-12 ELA teachers and coaches	In a Reading and Writing Workshop, the teacher begins class with a brief mini lesson based on student formative assessment, then students apply the skill in their Reading and Writing as they complete their own projects while the teacher confers with individual students or groups to build proficiency. The class ends with sharing what students have been working on. This instructional method is perfect for Project-Based Learning (PBL) and increasing student engagement in class. As part of this interactive professional learning experience, participants will experience learning in a Reading and Writing Workshop where they will engage in differentiated student-centered reading and writing tasks that develop into a larger project. They will learn how to use the district-adopted curriculum in a Workshop format (either in a 90-minute class or a 50-minute class period) and how to plan mini-lessons based on ongoing formative feedback strategies.
Social Studies SoR	Grades 6-12 Social Studies teachers and coaches	Participants will learn about the research and background behind the SoR and how strategies that support the Foundational Standards can be implemented in Tier 1 instruction. Engaging activities will allow participants to gain an understanding of how students learn to read, the science behind the methodologies in reading classes, the importance of vocabulary instruction, and strategies for implementation. Participants will have an opportunity to enhance current lesson plans with newly gained knowledge of SoR strategies as well as with the tools and resources from their instructional materials.
Superheroes in U.S. History: Using Comics to Build Background Knowledge in History	Grades 6-12 Social Studies Teachers and Coaches	Participants will be able to analyze historical comics for bias, symbolism, and propaganda. Participants will be able to analyze WWI and WWII comics for factual accuracy, omission, and emotional appeal. Participants will understand how to incorporate this media into their classrooms.
Building Civics Comprehension	Grades 6-12 Social Studies Teachers and Coaches	Teachers will be able to identify low, moderate, and high levels of cognitive complexity in Civics questions. Teachers will be able to implement strategies in their classroom that help students interpret pictures, cartoons, or graphs. Teachers will be able to develop higher-order Civics questions that they can implement in their classroom. Teachers will be able to

		implement strategies to support the Common Core State Standards for Literacy in history/Social Studies in middle school Civics.
From Words to Meaning: Decoding Social Studies Texts for New Teachers	Grades 6-12 Social Studies Teachers and Coaches	This workshop is designed for secondary social studies teachers who are entering their first, second, or third year of teaching social studies in a middle or high school. Participants will learn how to locate and use social studies resources and mandates at both the state and district levels, blend BEST and Next Generation Science Standards (NGSS) , and increase pedagogical practices to meet the diverse needs of their students. Participants must have access to the BCPS Canvas platform and bring a fully charged laptop.
Decoding US History End-of-Course (EoC) Building Background Knowledge and Vocabulary for Student Success	Grades 6-12 Social Studies Teachers and Coaches	This introductory course is designed specifically for high school United States History teachers who are new to teaching US History. Through readings, videos, activities, and discussions, participants will have the opportunity to immerse themselves in best practices and high yielding resources. Participants will learn how to use key resources such as the U.S. History EOC Assessment Test Item Specifications to identify critical content and practice strategies that have resulted in student success. Participants will learn how to incorporate content and skills into classroom instruction to produce lessons that are both rigorous and engaging.
Asking Better Questions: Inquiry in SS	Grades 6-12 Social Studies teachers and coaches	In today's evolving classrooms, strong questioning skills paired with emerging technologies like AI can transform how students engage with Social Studies. This session equips educators with strategies to develop effective, inquiry-driven questions that deepen student's understanding of historical and civic content. Participants will explore Webb's Depth of Knowledge (DOK) to design higher-order prompts and use the Question Formulation Technique (QFT) to help students take ownership of their learning. The session also introduces practical ways to integrate AI tools to support questioning, source analysis, and critical thinking turning passive learning into active investigation. Teachers will leave with tools to craft compelling driving questions and use AI to support student inquiry in a purposeful, ethical, and engaging way.
AI as a Bridge to Background Knowledge in Social Studies	Grades 6-12 Social Studies teachers and coaches	This professional development session equips middle school social studies teachers with strategies to transform AI from a perceived threat into a powerful learning tool. Grounded in the SoR emphasizing comprehension, background knowledge, and critical thinking, this training supports educators in using AI to enhance academic inquiry in civics, history, and essay writing. Participants will explore ethical AI use, scaffold student engagement, and personalize instruction through hands-on activities and case study analysis. Teachers will leave with practical resources, classroom-ready strategies, and a plan to integrate AI in ways that promote ethical use, academic growth, and deeper understanding of complex social studies concepts.

SoR in Science	Grades 6-12 Science teachers and coaches	Teachers will learn and apply evidence-based reading strategies that align with the science of reading to enhance students' comprehension of science texts. This includes methods such as explicit vocabulary instruction, text structure analysis, and the use of graphic organizers to help students better understand and retain content. Teachers will develop and implement multisensory instructional techniques to support diverse learners in science. This includes using visual, auditory, and kinesthetic activities to engage students and reinforce reading skills, ensuring that all students, including those with reading difficulties, can access and understand science material. Teachers will acquire skills to analyze the data collected from formative assessments to identify student misconceptions, learning gaps, and areas of strength. They will learn how to use this data to adapt their instructional strategies and provide targeted feedback and support to students.
Building Mathematics Understanding w/ Literacy	Grades 6-12 Math teachers and coaches	This two-day professional development is designed to deepen Mathematics teachers' understanding of Florida's Math benchmarks while integrating the critical components of skilled reading—linguistic comprehension and word recognition—based on Scarborough's Reading Rope. Educators will examine effective instructional strategies to enhance student comprehension, promote mathematical reasoning, and align lessons with state standards for improved learning outcomes.

Instructional Personnel and Certified PreK Teachers
Describe how PL is provided to help instructional personnel and certified PreK teachers funded in the FEFP earn a certification, a credential or credentials, an endorsement, or an advanced degree in scientifically researched and evidence-based reading instruction.

Teachers can earn their reading endorsement through the district's five-module coursework via Broward Virtual or through the University of Florida's Literacy Matrix. Teachers can also earn points towards their educator 40-hour recertification in reading through any of the eligible courses offered. Options include online, asynchronous, or in-person. Additionally, teachers who complete SoR PL can earn the district's micro-credential.

Differentiated PL
Describe how PL is differentiated and intensified for teachers based on progress monitoring data.

Schools are tiered based on student achievement outcomes and Instructional Review walkthrough data. All schools have access to the district's PL course catalog, which includes a pathway for novice, intermediate, and experienced teachers. Teachers can register for courses based on need, and school-based Literacy Coaches can provide support via coaching cycles. Priority and focus schools are assigned district-based Instructional Specialists, who provide additional support for the Literacy Coaches and selected teachers based on need. This support is built on a gradual release model of instructional practices and coaching cycles.

Mentor Teachers
Describe how mentor teachers are identified and how model classrooms are established and utilized within the school.

Each school tiers teachers based on experience, pedagogy, and student performance data. Tier 1 teachers have opportunities to lead PLCs, support other teachers by sharing effective practices, and modeling.

DRAFT

Professional Learning Time
Describe how time is provided for teachers to meet weekly for professional learning.

Each school develops a PL calendar based on the school schedule and data-driven needs. PLCs are teacher-designed and led. PLC options may include lesson study, analysis of student work, and standards-based feedback. Select schools' micro-learning options:

- Lunch and Learn sessions - interactive strategy-based sessions aligned to teacher needs and interests. These are facilitated by the Literacy Coach or Tier 1/Mentor Teachers.
- Collaborative Planning sessions - subject/grade teachers discuss effective instructional strategies and make data-based decisions that impact instructional delivery. Teacher-led and coach-supported.

6) Tutoring Programs to Accelerate Literacy Learning (Rule 6A-6.053(9)(b)3.b., F.A.C.)

Describe any tutoring programs available within your district and include targeted grade levels (e.g., Reading Achievement Initiative for Scholastic Excellence (RAISE) High School Tutoring). Add additional rows as needed.

Name of Tutoring Program	Target Audience	Description
Learning High Impact Tutoring (ESSA Rating-Strong)	Select primary students (K-1) who meet the criteria	This program builds a solid phonics foundation, sight word acquisition, fluency, and comprehension. It is provided 1:1 in the classroom, 2- 5 times per week.
Varsity Tutors	Select students in our most critical schools	This program provides high-dosage, teacher-led tutoring for critical schools determined by the number of students with a substantial deficiency in reading.

7) Family Engagement (Rule 6A-6.053(9)(b)3.o., F.A.C.)

In accordance with the list outlined in s. 1008.25(5)(d), F.S., describes the district's plan for immediately notifying parents of students identified with a substantial deficiency in reading.

A comprehensive District Read-At-Home Plan includes multisensory reading strategies created for each grade level, K-5. The plan is provided to families of every student who exhibits a substantial deficiency in reading in conjunction with a PMP for Reading within two weeks of any FAST administration. The District Read-At-Home Plan is available to **all** families through the BCPS Supporting Young Learners website http://bit.ly/SupportingYoungLearners. It provides school-to-home connections that families can use to support their children's proficient development of literacy skills. The website includes cross-curricular resources to address academic needs across all content areas and highlights the New World Reading Initiative.

Families with children in grades 6-12 have access to the Supporting Middle and High School Readers website https://bit.ly/3MJtUnX. Students identified with areas of need in reading are provided with access to the website in conjunction with a (PMP for Reading within two weeks of any FAST administration. It is also available on the district's Supporting Secondary Learners site.

https://browardschools.instructure.com/courses/852789/pages/english-language-arts-and-reading
Access for **all** families.

Describe the literacy partnerships or programs the district utilizes to increase support for families to engage in literacy activities and reading at home (e.g., New Worlds Reading Initiative).

- Title 1 schools have access to district partners that provide books to students during family engagement events.
- Annually, the Children Services Council provides over 40,000 books to students for the District's Read for the Record Day.
- The Broward Teachers Union delivers books to schools. Students get to select a book to add to their home libraries.
- Annually, the Bilingual/ESOL Department provides Kindergarten students with a copy of a selected bilingual book. Then, district staff and community partners visit each school to read the selected book. Each student receives the same book in their home language to keep.
- The Family & Community Engagement (FACE) Department held several SoR themed "Hot Food, Hot Topics" events this year to build an understanding of evidence-based instruction for families throughout the community.

8) Assurances (Rule 6A-6.053(9(b)2., F.A.C.)

District CERP Assurances: Initial next to each assurance (a.—i.). The Local Educational Agency Chief Executive Officer, or his/her authorized representative, assures the following:

Initials	Assurance
RGB Designee	a. All reading instruction and PL is grounded in the SoR; uses instructional strategies that include phonics instruction for decoding and encoding as the primary strategy for word reading; and does not employ the three-cueing system model of reading or visual memory as a basis for teaching word reading.
RGB Designee	b. All students identified with a substantial deficiency in reading are covered by an individualized progress monitoring plan that meets the requirements of s. 1008.25(4)(c), F.S., to address their specific reading deficiency, unless they have an IEP or 504 plan that addresses their reading deficiency, or both in accordance with Rule 6A-6.053(6)(c), F.A.C.
RGB Designee	c. All intensive reading interventions provided in Summer Reading Camps to students in grade 3 who score Level 1 on the statewide, standardized ELA assessment are delivered by instructional personnel who are certified or endorsed in reading and rated highly effective as determined by the teacher's performance evaluation under s. 1012.34, F.S. All other intensive reading interventions are delivered by instructional personnel who are certified or endorsed in reading, or by instructional personnel who possess the elementary or secondary literacy micro-credential and who are supervised by an individual certified or endorsed in reading.
RGB Designee	d. Each school has a literacy leadership team consisting of a school administrator, literacy coach, media specialist, and a lead teacher, as applicable.
RGB Designee	e. All literacy coaches in the district meet the minimum qualifications described in Rule 6A-6.053(4), F.A.C.

RGB Designee	f. Literacy coaches are prohibited from performing administrative functions that will detract from their role as a literacy coach and from spending limited time administering or coordinating assessments.
RGB Designee	g. Literacy coaches are assigned to schools with the greatest need based on student performance data in reading.
RGB Designee	h. Time is provided for teachers to meet weekly for PL, including lesson study and PLCs.
RGB Designee	i. The CERP will be shared with stakeholders, including school administrators, literacy leadership teams, literacy coaches, classroom instructors, support staff and parents.
Local Educational Agency Chief Executive Officer or Authorized Representative (Printed Name): Dr. Fabian H. Cone	
Signature: Rudolph Burnett ***Designee***	Date: 7/9/26

9) Highly Effective Teachers

Describe how the district prioritizes the assignment of highly effective teachers, as identified in s. 1012.34(2)(e), from kindergarten to grade 2.

Strategic Communication with School Administrators: Placing Highly Effective Teachers in K–2. To ensure early literacy success, BCPS will implement a tiered communication and implementation plan aimed at placing highly effective teachers in Grades K, 1, and 2. Recognizing the foundational importance of these early grades in reading development, BCPS will:

- Issue district guidance via PIVOT Memo to all principals, regional directors, and superintendents outlining the expectation that K–2 classrooms be staffed with teachers rated "Highly Effective" under s. 1012.34(2)(e), F.S., using the most recent three-year average evaluation data.
- Determine if we can have Talent Development conduct early identification of projected vacancies in K–2 classrooms and match them with highly effective teachers using the district's teacher evaluation database and Talent Development staffing platform.
- Host targeted principal sessions during the first-level principals' meetings to share case studies and data showing the impact of highly effective teaching in early literacy development.
- Offer assistance, where possible, with Regional Offices and Talent Development any academic guidance and staffing support to school leaders during the hiring window to prioritize the placement of these teachers in K–2 before assigning them to upper grades.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	AA. Academics
DEPARTMENT:	Academics

Agenda Item Number:	AA-2.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

CareerSource Broward Memorandum of Understanding (MOU)

REQUESTED ACTION:

Approve the Memorandum of Understanding (MOU) between The School Board of Broward County, Florida (SBBC), and CareerSource Broward. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Memorandum of Understanding will be executed after School Board approval.

EXHIBITS:

- Executive Summary
- Memorandum of Understanding

FINANCIAL IMPACT:

There is a financial impact of $646.47 to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 4: College & Career Readiness **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Angela R. Fulton	Phone:	754-321-2100
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Fabian Cone, Chief Academic Officer

Signature

Dr. Fabian Cone, Chief Academic Officer Jun 15, 2026

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____
School Board Chair

For more information, please contact:

Name: Dr. Angela Fulton
Title: Deputy Superintendent
Phone: 754-322-6200

EXECUTIVE SUMMARY

CareerSource Broward Memorandum of Understanding (MOU)

Board Meeting Date: July 28, 2026

Requested Action: To approve the MOU between the School Board of Broward County, Florida and CareerSource Broward.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	• The district will maintain its partnership with One-Stop Career Centers to provide career, workforce, education and training to jobseekers and employers in the Broward Workforce Development Area.
If the School Board votes "No"	• The district will not be awarded the FLDOE Adult General Education (AGE), Integrated English Literacy and Civic Education (IELCE), and Corrections Education Grants. The MOU is an FLDOE requirement for the application of the AGE, IELCE, and Corrections grants.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal: College and Career Readiness/Acceleration • Guardrail 2: Equity
Measurable Outcome(s)/Return on Investment	• Postsecondary Education students who elect to enroll in AGE/IELCE and/or Corrections programs of study will enhance their knowledge and employability skills to pursue their high school credential, workforce training, English language acquisition, re-entry into employment, and positive postsecondary outcomes.

Background/History

The School Board of Broward County, Florida, is a one-stop partner identified in the Workforce Innovation and Opportunity Act (WIOA) of 2014 as the provider of Adult Education and Literacy Act activities and postsecondary Career and Technical Education (CTE) programs authorized under the Carl D. Perkins Career and Technical Education Act of 2006. WIOA requires that each one-stop partner enter an MOU. The purpose of the MOU is to provide access to Adult Literacy and postsecondary CTE program services through the Career Source Broward (CSBD) One-Stop Career Centers, which are part of the American Job Center network system. CSBD is the administrative entity for the CSBD Council of Elected Officials and for the Broward Workforce Development Board.

Agreement Terms and Financial Impact

Costs of the infrastructure of the One-Stop career centers will be funded in accordance with Exhibit A– Infrastructure Funding Agreement, incorporated herein by reference. As required by 20 CFR 678.755, the Parties agree that the infrastructure and shared services budget will be periodically reconciled against actual costs incurred and adjusted accordingly to ensure that it reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to its use of the one-stop center and relative benefit received, and that complies with 2 CFR part 200. The agreement is effective from July 1, 2026, to June 30, 2029.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	July 28, 2026 to June 30, 2029
Multi-Year Agreement:	Yes
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: N/A

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:
1. Fund is included in the budget.
2. Fiscal Years 2026-2029- Adult General Education (AGE) Grant.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
7/28/2026-6/30/2029	**3 years**	$646.47

Budget Authority Request(s) *This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.*				
Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	**N/A**	**N/A**	**N/A**	N/A
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	
SY 26-27	**12 months**	**AGE Grant**	$215.49	
SY 27-28	**12 months**	**AGE Grant**	$215.49	
SY 28-29	**12 months**	**AGE Grant**	$215.49	

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Workforce schools benefit from the CareerSource Broward MOU through the support of collaboration for postsecondary education students who elect to enroll in Adult General Education and Workforce training programming.
School Selection /Prioritization	Broward County Public Schools Workforce educational locations: Atlantic Technical College, McFatter Technical College, Sheridan Technical College, Whiddon Rogers Center, HD Perry Educational Center, Dave Thomas Educational Center, Community Schools North, Community Schools South.
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup: Exhibit A – Infrastructure Funding Agreement 2 CFR part 200

Memorandum of Understanding
for Workforce Development Partners

By and between CareerSource Broward
And
The School Board of Broward County, Florida

Section 1. Parties

This Memorandum of Understanding ("MOU") is entered into between CareerSource Broward, ("CSBD"); and The School Board of Broward County, Florida ("Partner"). CSBD and Partner are collectively referred to herein as the "Parties" and individually as a "Party."

Section 2. Purpose

The Workforce Innovation and Opportunity Act of 2014 ("WIOA") Sec. 121(c)(1) requires the local workforce development board, with the agreement of the Chief Local Elected Officials (CLEOs), to develop and enter into a MOU between the local workforce development board and the One-Stop Partners concerning the operation of the one-stop delivery system in a local area.

The purpose of this MOU is to describe the cooperative workforce training and employment efforts of CSBD and Partner and the actions to be taken by each to establish and maintain an effective and successful one-stop delivery system. The infrastructure funding agreement establishes a financial plan, including terms and conditions, to fund the services and operating costs of the one-stop delivery system.

This MOU establishes how resources will be coordinated, prevents duplication of services and ensures the effective and efficient delivery of workforce services in the counties represented by CSBD. In addition, this MOU establishes joint processes and procedures that will enable Partner to integrate with the current one-stop delivery system, resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services.

The Parties agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the Parties' respective programs, services, and agencies.

Section 3. Partners in the One-Stop Delivery System

Pursuant to 20 CFR 678.400, required one-stop partners are the entities responsible for administering the following programs and activities in the local area:

1. Programs authorized under title I of WIOA, including:
    a. Adults
    b. Dislocated workers
    c. Youth
    d. Job Corps
    e. YouthBuild
    f. Native American programs
    g. Migrant and seasonal farmworker programs

2. The Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III;
3. The Adult Education and Family Literacy Act (AEFLA) program authorized under title II of WIOA
4. The Vocational Rehabilitation (VR) program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by WIOA title IV (Division of Vocational Rehabilitation)
5. The Vocational Rehabilitation (VR) program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by WIOA title IV, including VR services provided by the Division of Blind Services
6. The Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.) (Florida Department of Elder Affairs)
7. Career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.) (Perkins V)
8. Trade Adjustment Assistance activities authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)
9. Jobs for Veterans State Grants programs authorized under chapter 41 of title 38, U.S.C.;
10. Employment and training activities carried out under the Community Services Block Grant (42 U.S.C. 9901 et seq.)
11. Employment and training activities carried out by the Department of Housing and Urban Development
12. Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law) (Reemployment Services and Eligibility Assessment Program) (RESEA)
13. Programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532)
14. Temporary Assistance for Needy Families (TANF) authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) (Florida Department of Children and Families)

Additional partners in the local one-stop delivery system:

Section 4. Provision of Services

A. Access to Services. The Parties will make their program services accessible to job seekers, whether they are physically housed within a career center or provided virtually through the one-stop delivery system by:
    1. Exchanging participants' eligibility requirements for their workforce funding streams, identifying their program career services and designating services and activities that may be appropriate for integration into the one-stop delivery system.
    2. Jointly developing and participating in cross-training of frontline staff to assure an understanding of the activities, support services, and constraints applicable to joint partner workforce funding streams.
    3. Coordinating outreach and recruitment through links on each other's websites.
B. Coordinating Services. The Parties shall coordinate and deliver program services (including workforce services) as appropriate through the one-stop delivery system by:

1. Seeking opportunities to share resources and reduce duplication of activities to streamline services for customers and improve frontline staff efficiency such as by co-locating in a comprehensive or affiliate one-stop location site.
2. Working together on enhancing employer engagement to build a demand-driven system, improve business services, and match participants with work-based learning opportunities.
3. Promoting continuous improvement through the coordination of staff training to provide frontline staff with information and knowledge regarding each other's services.
4. Participating in the one-stop delivery system consistent with the terms of this MOU and the requirements of federal and state laws authorizing the program or activities and any related grant agreements.

C. Cross Referral. The Parties will implement policies and procedures that encourage the referral of customers to each other as appropriate by:
   1. Reviewing their individual program policies, procedures, and processes to align them to the extent allowed by each program's specific laws and regulations, to better serve customers through cross referral, sequential, or co-enrollment as may best benefit the customer.
   2. Using established methods for follow-up and reporting to each other on the services provided to the customer and the outcomes obtained.

D. Information Sharing. The Parties agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in federal and state privacy laws. Partner acknowledges that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

E. All One-Stop center and Required Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs.

F. Accessibility. The Parties will ensure access for individuals with barriers to employment, including consideration of technological tools for individuals with disabilities, in each of the one-stop centers and affiliate locations. The Parties will offer priority for services to recipients of public assistance, other low-income individuals, or individuals who are skills deficient for individualized career services and training services funded with WIOA adult funds.

Section 5. Funding of Infrastructure and Operating Costs

Costs of the infrastructure of the One-Stop career centers will be funded in accordance with **Exhibit A– Infrastructure Funding Agreement**, incorporated herein by reference. As required by 20 CFR 678.755, the Parties agree that the infrastructure and shared services budget will be periodically reconciled against actual costs incurred and adjusted accordingly to ensure that it reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to its use of the one-stop center and relative benefit received, and that complies with 2 CFR part 200.

Section 6. Term

This MOU is effective July 1, 2026, or the date executed by both parties, whichever is later, through June 30, 2029, unless the MOU is terminated by either Party in accordance with the terms set forth herein.

Section 7. Modification and Renewal

A. This MOU will be reviewed, and if substantial changes have occurred, renewed, not less than once every three (3) year period to ensure appropriate funding and delivery of services.
B. The MOU must be updated not less than every (three) 3 years to reflect any changes in the signatory official of CSBD, one-stop partners, and chief elected officials, or one-stop infrastructure funding.
C. This MOU may be amended or modified by mutual consent of the Parties, by the issuance of a written amendment executed by the Parties.
D. The Parties may choose to include, via addendum to this MOU, other provisions that are consistent with WIOA title I, the authorizing statutes and regulations of one-stop partner programs, and the WIOA regulations.

Section 8. Termination

A. Either Party may terminate this MOU for convenience by giving thirty (30) calendar days' written notice pursuant to Section 8 (Notice).

B. In the event of termination, the Parties will convene within sixty (60) calendar days of termination to renegotiate a mutually acceptable replacement MOU, if required by law to do so.

Section 9. Notice

A. All notices required to be given to CSBD under this MOU shall be sufficient when hand delivered or mailed to CSBD at its office located at 2890 W. Cypress Creek Rd, Ft. Lauderdale, FL 33309, addressed to the President/CEO.

B. All notices required to be given to Partner under this MOU shall be sufficient when hand delivered or mailed to Partner's Superintendent of Schools, at his/her office located at 600 S.E. Third Avenue – 10th Floor, Fort Lauderdale, FL 33301.

Section 10. Nondiscrimination

The Parties agree to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); on the basis of sex under title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); or on the basis of race, color, or national origin under title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The Parties agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any program or activity relating to the operation of the one-stop delivery system because of race, color, religion, sex (except as otherwise permitted under title IX of the Education Amendments of 1972), national origin, age, disability, or political affiliation or belief.

Section 11. Confidentiality

The Parties agree to abide by all applicable federal, state, and local laws and regulations regarding confidential information, including, but not limited to: 20 CFR part 603, 45 CFR section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38. Each Party will ensure that the collection and use of any information, systems, or records that contain personally identifiable information ("PII") and other confidential/exempt information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law. Each Party will ensure that access to software systems and files under its control that contain PII

or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, any required data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals.

Section 12. Signatures

IN WITNESS WHEREOF, Partner and CareerSource Broward have caused this MOU to be duly executed as of the date set forth below.

The MOU must contain the signatures of the Chief Local Elected Official(s). Any changes in the signatory official of the board, one-stop partners, and Chief Local Elected Officials, must be reflected in the current MOU. The MOU must be updated at least once every three (3) years and included in the local board's WIOA Workforce Services' plan.

Approved by:

CareerSource Broward

Name: _____

Signature: _____

Name: _____ Title: _____ Date: _____ Approved by

Partner:

Approved by Chief Local Elected Official: Dean Trantalis/Mayor of Ft. Lauderdale Name: Dean Trantalis

Signature: _____ Title: Mayor

Date: _____

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

Exhibit A

Infrastructure Funding Agreement (IFA)

The purpose of this Infrastructure Funding Agreement Is to delineate each Party's responsibilities for the sharing of infrastructure costs and operating costs for the applicable One Stop Center.

The School Board of Broward County, Florida ("Partner") and CAREERSOURCE BROWARD ("CSBD") recognize that infrastructure costs, in accordance with 20 CFR 678.500(b), 34 CFR 361.500(b), and 34 CFR 463.500(b) are applicable to all required partners, regardless of whether they are physically located in CAREERSOURCE BROWARD'S Career Center. Pursuant to United States Department of Labor Training and Employment Guidance Letter 17-16 (USDOL TEGL 17-16), each partner's contributions to the infrastructure costs, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the partner programs' authorizing laws and regulations and the Uniform Guidance.

Infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the south One-Stop Center in Broward County, Florida. Non-personnel costs are defined by USDOL TEGL 17-16 and includes, but are not limited to:

- Rental of the facilities;
- Utilities and maintenance;
- Equipment, including assessment-related products and assistive technology for individuals with disabilities; and,
- Technology to facilitate access to the American Job Center, including technology used for the center's planning and outreach activities.

The School Board of Broward County, Florida has chosen to utilize technology to facilitate access to the one-stop center, including technology used for the Center's planning and outreach activities (WIOA sec. 121(h)(4), 20 CFR 678.700(a), 34 CFR 361.700(a), and 34 CFR 463.700(a)).

The School Board of Broward County, Florida will provide ail art, logos, and content to submit to CAREERSOURCE BROWARD for publication within the time provided by CAREERSOURCE BROWARD.

Upon the receipt of proper invoice(s) at least thirty (30) calendar days prior to the payment due date as applicable or by the due dates below, The School Board of Broward County, Florida will pay CAREERSOURCE BROWARD the total of Six Hundred Forty-six and 47/100 Dollars ($646.47) in three (3) separate payments of Two Hundred Fifteen and 49/100 Dollars ($215.49) for the following periods:

(1) July 1, 2026, through June 30, 2027, payable by October 31, 2026.

(2) July 1, 2027 through June 30, 2028, payable by October 31, 2027.

(3) July 1, 2028 through June 30, 2029, payable by October 31, 2028.

The School Board of Broward County, Florida will pay for the costs associated with its participation in the one-stop center. as described above, subject to Section 8 (TERMINATION).

(The remainder of this page is intentionally left blank.)

Exhibit B
SBBC ADDENDUM

Section 1 **No Disclosure of SBBC Education Records.**

SBBC shall not disclose any education records to CSBD pursuant to this Agreement. However, should CSBD come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. CSBD's use or re-disclosure may violate applicable federal and state laws.

Section 2 **CSBD Safeguarding the Confidentiality of Education Records.**

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, CSBD shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides prior written consent for their release; and

3) notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, CSBD shall:

1) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

2) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

3) notify the SBBC Director of Information Security and Assurance immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

4) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

5) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law.

(c) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	AA. Academics
DEPARTMENT:	Student Services

Agenda Item Number:	AA-3.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Recommendation for First Amendment to Agreement with Broward Behavioral…

REQUESTED ACTION:

Approve the recommendation for the Fist Amendment with Broward Behavioral Health Coalition, Inc. (BBHC). District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome (s) Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- BBHC Agreement First Amend…

FINANCIAL IMPACT:

Funding for this Agreement is from the State Categorical Mental Health Allocation

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 5: Wellness Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Saemone Hollingsworth	Phone:	754-321-1778
Name:	Marisa Sotelo	Phone:	754-321-1550

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Angela R. Fulton, Deputy Superintendent

Signature

Dr. Angela R. Fulton, Deputy Superintendent

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: School Board Chair

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Recommendation for First Amendment to Agreement with Broward Behavioral Health Coalition, Inc.

Board Meeting Date: July 28, 2026

Requested Action: Approve the recommendation for the First Amendment with Broward Behavioral Health Coalition, Inc. (BBHC)

General Information	
The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.	
District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not applicable
Statutory Requirement	• Section 1011.62, Florida Statute
If the School Board votes "Yes"	• This amendment is being revised to reallocate funds from personnel costs to covered student services, allowing funds to be used more effectively to support student needs.
If the School Board votes "No"	• The funds will remain allocated to personnel costs and cannot be redirected to covered student services as proposed.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 5: Wellness Support
Measurable Outcome(s)/Return on Investment	• Referrals for mental health services will be processed in accordance with Section 1011.62, Florida Statute, requiring that students are assessed within fifteen (15) calendar days of a referral being made and that services are initiated within thirty (30) calendar days of the referral.

Background/History

Broward County Public Schools (BCPS) has partnered with Broward Behavioral Health Coalition (BBHC) since 2020 to expand access to behavioral health services and supports for students and families. As Broward County's behavioral health managing entity, BBHC coordinates a network of community providers and manages a secure online referral portal through which BCPS staff submit referrals, monitor service connections, and coordinate care. In April 2022, the School Board approved a formal agreement to strengthen coordination between BCPS and community providers, ensuring students have timely access to assessments, care coordination, case management, and evidence-based mental health services both during and outside of the school day.

Agreement Terms and Financial Impact
The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	July 1, 2025, through June 30, 2028
Multi-Year Agreement:	Yes
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Statutory/Programmatic Service Agreement

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:
1. Funding for this Agreement is from the State Categorical Mental Health Allocation.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
7/1/2025 – 6/30/2028	**3 Years**	$6,000,000.

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
FY27	12 months	General Fund Mental Health Assistance Allocation	$2,000,000	Y

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY28	12 months	General Fund Mental Health Assistance Allocation	$2,000,000

School Impact, Stakeholder Engagement, and Implementation Considerations	
This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.	
Impact on Schools	Provides students with care coordination and access to community-based mental health services.
School Selection /Prioritization	Services remain available Districtwide to eligible students referred through mental health professionals and established BCPS referral processes.
Community/ Stakeholder Engagement	BCPS continues to collaborate with BBHC, its network of community behavioral health providers, and district staff to coordinate referrals and access to mental health services.
End-User Input	Participation in services is voluntary. Students are identified through conversations with school-based mental health professionals, and referrals require written consent from the parent/guardian.
Technology/Capital Expected Lifecycle/Replacement Cycle	No technology or capital assets are being purchased, replaced, or affected as part of this amendment.

Additional Backup: BBHC First Amendment Agreement

Docusign Envelope ID: 7B732668-4DCE-8707-83B4-D7000B79F54A

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

BROWARD BEHAVIORAL HEALTH COALITION, INC.,
a Florida not for profit corporation
(hereinafter referred to as "BBHC"),
whose principal place of business is
3521 West Broward Boulevard, Suite 206, Lauderhill, FL 33312.

WHEREAS, SBBC and BBHC entered into an Agreement that commenced on July 1, 2025, and expires on June 30, 2028, (hereafter "Agreement"); and

WHEREAS, the Agreement seeks to develop a multiagency service platform to coordinate and improve the provision of mental health services to district school students and their families through the integration of education and community treatment programs for district students with and at risk of emotional or behavioral disabilities; and

WHEREAS, BBHC provides SBBC with certain services under the Agreement so that the children, youth, and their families will be able to receive continuous behavioral health care services both within and outside of the district school environment or during breaks in the school year without a disruption of their behavioral health care needs; and

WHEREAS, the parties mutually desire to include new provisions within the Agreement and to amend certain provisions of the Agreement through this "First Amendment").

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

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Effective Date**. This First Amendment will become effective when executed by all parties.

Docusign Envelope ID: 7B732668-4DCE-8707-83B4-D7000B79F54A

1.03 **Amended or Added Provisions.** The parties hereby agree to the following new or amended provisions to the Agreement:

(a) The following provisions replace Section 2.4 – "Cost of Services"; Section 2.17 – "Affidavit Regarding the Use of Coercion for Labor and Services"; and Section 2.27 - Incorporation by Reference of the Agreement, by interlineation, as follows:

2.4 **Cost of Services**

Cost.

(a) The total cost to SBBC for the Scope of Services for the BBHC Positions of 1) one (1) Intake Coordinator; 2) seven (7) Care Coordinators; 3) one (1) Project Director; and 4) one (1) Contract Manager, and the BBHC Administrative Charge under the three (3) year term of this Agreement (with the staffing adjustments in year (1) of this Agreement noted below) is a total of Two Million, Four Hundred and Seventy-Eight Thousand Five Hundred and Seventy-Eight Dollars and 00/100 ($2,478,578.00) as specified below.

For the 2025–2026 Fiscal Year only, the Parties agree that a portion of funds budgeted under Section 2.4(a) for BBHC personnel positions in the amount of One Hundred Four Thousand Five Hundred Fourteen Dollars ($104,514.00) shall be reallocated to Covered Services described in Section 2.4(b).

Table 1

REVISED COST SCHEDULE					
DESCRIPTION	**Original Agreement Year 1 Cost**	**Proposed Amendment to Year 1 Cost**	**Difference**	**Cost**	
Position	**Sept 1, 2025 through June 30, 2026**	**Sept 1, 2025 through June 30, 2026**		**Sept 1, 2026 through June 30, 2027**	**Sept 1,2027 through June 30, 2028**
Intake Coordinator	93,750	93,750		98,438	103,359
Care Coordinators (5 positions)	389,578	286,201	103,377	409,056	429,510
Care Coordinators (2 positions)	150,000	150,000		157,500	165,375
Project Director	65,625	65,625		68,906	72,352
Contract Manager	45,938	44,800	1,137	48,234	50,646
BBHC Administrative Charge	74,489	74,489		78,213	82,124
Total	**819,379**	**714,865**	**104,514**	**860,347**	**903,366**
					Grand Total: $2,478,578.00

(b) The rates to SBBC for the Covered Services under this Agreement solely for the district school student that does not have insurance coverage through Medicaid or private insurance or the Covered Service is otherwise not covered by the district student's private insurance provider is outlined below for a total of up to and not to exceed Three Million, Five Hundred and Twenty-One Thousand, Four Hundred and Twenty-Two Dollars and 00/100 Cents ($3,521,422) during the original three (3) year term of this Agreement. Additionally, no more than ten percent (10%) of this sum can be used for the covered services of Supportive Housing/Living.

FY 2025–2026 Covered Services Funding Adjustment: For Fiscal Year 2025–2026 only, Covered Services funding is increased by $104,514.00 through the reallocation of personnel funds under Section 2.4(a). Reallocated funds shall be used exclusively for Assessment, Case Management, In-Home and On-site, Medical Services (psychiatric care), and/or Outpatient Services.

Covered Services Rate Per Hour FY 25-26	
Covered Services	**Rates**
Assessment	$ 113.33
Case Management	$ 85.28
In-Home and On-Site	$ 99.01
Medical Services	$ 427.86
Outpatient - Group	$ 26.73
Outpatient - Individual	$ 106.92
Supported Employment	$ 82.96
Supportive Housing/Living	$ 80.79

(c) The total cost to SBBC for the services over the three (3) year initial term of this Agreement is not to exceed amount specified above in Section 2.4(a) and (b), or Six Million Dollars and 00/100 Cents ($6,000,000.00), whichever is greater, unless SBBC, in its sole discretion, agrees to amend that cost for Covered Services under this Agreement through a written amendment that is approved by both parties.

2.17 Affidavit Regarding the Use of Coercion for Labor and Services. Pursuant to Section 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and SBBC, the nongovernmental entity must provide SBBC entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.05(13), Florida Statutes. The nongovernmental entity shall attach hereto as **Exhibit 1** an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury stating that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject the nongovernmental entity to civil penalties, attorney's fees, and/or costs. Any agreement with SBBC shall be terminated by SBBC without recourse if the nongovernmental entity is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with the nongovernmental entity's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.27 **Incorporation by Reference**. **Attachments A and B** attached to the Agreement and referenced therein and **Exhibits 1 and 2** attached hereto and referenced herein are incorporated into the Agreement by reference.

(d) The following new provision is added to the Agreement as Section 2.28 – "Foreign Country of Concern Attestation Form", by interlineation, as follows:

2.28 – **Foreign Country of Concern Attestation.** Non-governmental entities receiving an award under this Agreement will receive access to personal identifying information for purposes of Sections 287.138 and 501.17(g)1, Florida Statutes. Rule 60A-1.020, Florida Administrative Code, adopted Form PUR 1355, "Foreign Country of Concern Attestation Form" (the "Form") to be completed by all the nongovernmental entities that would access personal identifying information. The Form is attached hereto as **Exhibit 2** and must be executed by the non-governmental entity and be submitted with the non-governmental entity's executed agreement or an amendment renewing or extending an agreement. A proposed agreement or amendment submitted by a non-governmental entity without a fully executed "Foreign Country of Concern Attestation Form" will be rejected pursuant to Section 287.138(4)(a), Florida Statutes, and will not be considered for award.

1.04 **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

a) this First Amendment to Agreement; then
b) the Agreement.

1.05 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

Docusign Envelope ID: 7B732668-4DCE-8707-83B4-D7000B79F54A

1.06 **Authority**. Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement on the Effective Date.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Sarah Leonardi, Chair

ATTEST:

Date _____

_____
Dr. Howard Hepburn, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR BBHC

(Corporate Seal)

ATTEST:

_____, Secretary

-or-

DocuSigned by:
Tiffany Lawrence
5A051804804B45C...
Witness

DocuSigned by:
Elida Segura
172B184165AD41D...
Witness

BROWARD BEHAVIORAL HEALTH COALITION, INC.

By Signed by: Silvia Quintana 38C7D57EAC654C4...
Signature

Printed Name: Silvia Quintana

Title: CEO

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this MAY 29, 2026 (*date*) by SILVIA QUINTANA (*name of officer or agent, title of officer or agent*) of BROWARD BEHAVIORAL HEALTH COALITION, INC. (*name of corporation acknowledging*), a FLORIDA (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me or has produced _____ (*type of identification*) as identification and who ☐did/☐did not first take an oath this _____ day of _____, 2022.

My Commission Expires:

Signature – Notary Public

(SEAL)

KERLINE BRICEUS-ROBINSON
Notary Public - State of Florida
Commission # HH 293809
My Comm. Expires Jul 27, 2026
Bonded through National Notary Assn.

KERLINE BRICEUS-ROBINSON
Printed Name of Notary

HH 293809
Notary's Commission No.

260506bbhcamendmentrpvrl

Docusign Envelope ID: 7B732668-4DCE-8707-83B4-D7000B79F54A

Exhibit 1
Affidavit Attesting to Noncoercive Conduct for Labor or Services

As a nongovernmental entity executing, renewing, or extending a contract with The School Board of Broward County, Florida ("SBBC"), the nongovernmental entity ("Entity") is required to provide an affidavit under penalty of perjury attesting that Entity does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes. As defined in Section 787.06(2)(a), Florida Statutes, coercion means: 1. Using or threatening to use physical force against any person; 2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; 3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined; 4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; 5. Causing or threatening to cause financial harm to any person; 6. Enticing or luring any person by fraud or deceit; or 7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; that the facts stated in it are true; and that the Entity does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

Name of Entity: Broward Behavioral Health Coalition, Inc.

Entity's Address: 3521 West Broward Boulevard, Suite 206, Lauderhill, Florida 33312

Entity's Email Address: silvia.quintana@browardbehavioralhc.org

Entity's Phone Number: (954)622-8121

Entity's FEIN: 45-3675836

Signature of Entity's Officer or Representative: Signed by: Silvia Quintana 38C7D57E4C054C4...

Printed Name of Entity's Officer or Representative: Silvia Quintana

Title of Entity's Officer or Representative: CEO

Date: 5/29/2026

Docusign Envelope ID: 7B732668-4DCE-8707-83B4-D7000B79F54A

EXHIBIT 2
FOREIGN COUNTRY OF CONCERN ATTESTATION
(REVISED FORM PUR 1355)

This form must be completed by an officer or representative of a nongovernmental entity ("Entity") submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a The School Board of Broward County, Florida ("SBBC") which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C. The Entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; and that the facts stated in it are true.

Name of Entity: Broward Behavioral Health Coalition, Inc.

Entity's Address: 3521 West Broward Boulevard, Suite 206, Lauderhill, Florida 33312

Entity's Email Address: silvia.quintana@browardbehavioralhc.org

Entity's Phone Number: (954)622-8121

Entity's FEIN: 45-3675836

Signature of Entity's Officer or Representative: Signed by: Silvia Quintana 38C7D57E4C854C4...

Printed Name of Entity's Officer or Representative: Silvia Quintana

Title of Entity's Officer or Representative: CEO

Date: 5/29/2026

260514bbhcamendmentrpvrl

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	AA. Academics
DEPARTMENT:	Student Services

Agenda Item Number:	AA-4.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

State Funded Mental Health Assistance Allocation Plan

REQUESTED ACTION:

Approve the Mental Health Assistance Allocation (MHAA) Plan for the school year 2026-2027, which must be submitted to the Florida Department of Education by August 1, 2026. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- MHAA Application
- Mental Health Plan 2026-2027

FINANCIAL IMPACT:

The District will receive State funding in the amount of $14,224,694

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 5: Wellness Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Saemone Hollingsworth	Phone:	754-321-1778
Name:	Marisa Sotelo	Phone:	754-321-1550

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Angela R. Fulton, Deputy Superintendent

Signature

Dr. Angela R. Fulton, Deputy Superintendent

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

State Funded Mental Health Assistance Allocation Plan

Board Meeting Date: July 28, 2026

Requested Action: Approve the State funded Mental Health Assistance Allocation (MHAA) Plan for the 2026-2027 school year in preparation for submission to the Florida Department of Education (FLDOE) by August 1, 2026.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not applicable
Statutory Requirement	• Section 1006.041, F.S. • Section 1011.62(13), F.S.
If the School Board votes "Yes"	• The District will receive $14,224,694 from the FLDOE to continue funding positions and services using the State-allocated MHAA funds. These funds are used to support the mental health needs of students and families of Broward County Public Schools.
If the School Board votes "No"	• The positions and services currently funded with FLDOE's MHAA funds, that benefit the District's students and families, will not be able to continue without a new funding source.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 5: Wellness Support
Measurable Outcome(s)/Return on Investment	• All students needing mental health support will be referred to a school-based or community-based mental health service provider and assessed within 15 calendar days of referral. Additionally, school-based mental health services will be initiated within 30 calendar days of referral.

Background/History

The Florida Legislature established the MHAA in 2018, following the enactment of the Marjory Stoneman Douglas High School Public Safety Act. The FLDOE began rolling out this funding to school districts during the 2018-2019 school year to establish and expand school-based mental health care, train educators and other school staff to detect and respond to mental health issues, and connect children, youth and families who may experience behavioral health issues with appropriate services (Sections 1011.62(13) and 1006.041, F.S.).

The District's comprehensive plan for providing mental health services to students, families, and employees is supported through various initiatives, programs, and funding sources. The MHAA State funding focuses solely on the assurances under F.S. 1011.62(13).

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	**Piggyback Agreement** (Yes/No): N/A **Acquisition Method**: N/A

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. The District will receive State funding in the amount of $14,224,694.
2. The allocation to support students in District schools is projected to be approximately $12,065,670.
3. The allocation to support students in Charter Schools within the District is approximately $2,159,024.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
N/A	N/A	N/A

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
FY27	12 months	General Fund	14,224,694	Y

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	MHAA funding supports school-based mental health services, behavioral health interventions, suicide prevention initiatives, and staff training to improve early identification of student mental health needs and access to appropriate supports.
School Selection /Prioritization	Funding is allocated District-wide in accordance with statutory requirements and identified student needs. Resources and staffing are prioritized to ensure students have access to mental health supports across all schools.
Community/ Stakeholder Engagement	The District collaborates with students, families, school-based staff, community mental health providers, and community agencies to support a coordinated system of care and improve access to behavioral health services.
End-User Input	MHAA-funded supports are designed to address identified student, family, and staff needs through data-informed decision-making, stakeholder engagement, and ongoing evaluation of mental health services and program outcomes.
Technology/Capital Expected Lifecycle/Replacement Cycle	MHAA funds are utilized to support technology and equipment necessary for the delivery of school-based mental health services. Equipment is maintained and replaced in accordance with District technology and asset management guidelines.

Additional Backup:

- Exhibit A – MHAA Plan
- Exhibit B – MHAA Planned Funds and Expenditures Report

2026-27

HOPE
COMMUNICATION
RESILIENCE
WELLNESS
KINDNESS



FAMILY
POSITIVITY
AWARENESS
WELLNESS
MENTAL HEALTH

Broward

MENTAL HEALTH APPLICATION

Mental Health Assistance Allocation Plan

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

Table of Contents

I. Introduction 1

II. MHAA Plan 2

A. MHAA Plan Assurances 2

B. LEA Program Implementation 6

C. MHAA Planned Funds and Expenditures 16

D. LEA School Board Approval 17

I. Introduction

Plan Purpose

The Mental Health Assistance Allocation (MHAA) is created to provide funding to assist local education agencies (LEA) in implementing their school-based mental health assistance program pursuant to section (s.) 1006.041, Florida Statutes (F.S.).

Each LEA must implement a school-based mental health assistance program that includes training classroom teachers and other school staff to detect and respond to mental health concerns and connect children, youth and families experiencing behavioral health needs with appropriate services. The program must also implement a multi-tiered system of supports to expand access to evidence-based mental health services, including assessment, diagnosis, intervention, treatment and recovery, for students with mental health or co-occurring substance use needs and those at high risk.

These funds are allocated annually in the General Appropriations Act to each eligible LEA.

Each LEA shall receive a minimum of $100,000, with the remaining balance allocated based on each school district's proportionate share of the state's total unweighted full-time equivalent student enrollment

Charter schools that submit a plan separate from the LEA are entitled to a proportionate share of LEA funding. A charter school plan must comply with all of the provisions of this section, must be approved by the charter school's governing body, and must be provided to the charter school's sponsor. *(Section [s.] 1006.041, Florida Statutes [F.S.])*

Submission Process and Deadline

The application must be submitted to the Florida Department of Education (FDOE) by **August 1, 2026.**

There are two submission options for charter schools:

- Option 1: District submission includes charter schools in their application.
- Option 2: Charter school(s) submit a separate application from the district.

II. MHAA Plan

A. MHAA Plan Assurances

1. LEA Assurances

One hundred percent of state funds are used to establish or expand school-based mental health care; train educators and other school staff in detecting and responding to mental health issues; and connect children, youth and families with appropriate behavioral health services.



Other sources of funding will be maximized to provide school-based mental health services (e.g., Medicaid reimbursement, third-party payments and grants).



Collaboration with FDOE to disseminate mental health information and resources to students and families.



A system is included for tracking the number of students at high risk for mental health or co-occurring substance use disorders who received:



- targeted mental health screenings or assessments;
- the number of students referred to school-based mental health services providers;
- the number of referrals made to school-based mental health services providers;
- the number of students referred to community-based mental health services providers;
- the number of referrals made to community-based mental health services providers;
- the number of students who received school-based interventions, services or assistance;
- and the number of students who received community-based interventions, services or assistance.

MHAA Plans for charter schools that opt out of the LEA MHAA plan have been reviewed by the LEA charter school sponsor.



Curriculum and materials purchased using MHAA funds have reviewed by the LEA and all content is in compliance with State Board of Education Rules and Florida Statutes.



The MHAA Plan is focused on a multi-tiered system of supports to deliver evidence-based mental health care assessment, diagnosis, intervention, treatment and recovery services to students with one or more mental health or co-occurring substance abuse diagnoses and to students at high risk of such diagnoses. Section 1006.041, F.S.



2. LEA School Board Policies and Procedures

Students referred to a school-based or community-based mental health services provider for mental health screening for the identification of mental health concerns and students at risk for mental health disorders are assessed within 15 calendar days of referral.

School-based mental health services are initiated within 15 calendar days of identification and assessment.

Community-based mental health services are initiated within 30 calendar days of referral.

Parents of students receiving services are provided information about other behavioral health services available through the student's school or local community-based behavioral health services providers.

Individuals living in a household with a student receiving services are provided information about behavioral health services through other delivery systems for which such individuals may qualify if such services appear to be needed or enhancements in those individuals' behavioral health would contribute to the improved well-being of the student.

LEA-adopted assessment procedures, at a minimum, include the use of a Department-approved functional assessment tool as required in Rule 6A-4.0013, Florida Administrative Code (F.A.C.) (effective February 24, 2026).

LEA schools and local mobile response teams use the same suicide screening instrument approved by FDOE pursuant to s. 1012.583, F.S., and Rule 6A-4.0010, F.A.C.

Procedures to assist a mental health services provider or a behavioral health provider as described in s. 1006.041, F.S., respectively, or a school resource officer or school safety officer who has completed mental health crisis intervention training in attempting to verbally de-escalate a student's crisis situation before initiating an involuntary examination pursuant to s. 394.463, F.S.

Procedures include strategies to de-escalate a crisis situation for a student with a developmental disability as that term is defined in s. 393.063, F.S.

The requirement that in a student crisis situation, the school or law enforcement personnel must make a reasonable attempt to contact a mental health professional who may initiate an involuntary examination pursuant to s. 394.463, F.S., unless the child poses an imminent danger to self or others before initiating an involuntary examination pursuant to s. 394.463, F.S. Such contact may be in person or using telehealth, as defined in s. 456.47, F.S. The mental health professional may be available to the LEA either by contracts or interagency agreements with the managing entity, one or more local community behavioral health providers, the local mobile response team or be a direct or contracted LEA employee. Note: All initiated involuntary examinations located on school grounds, on school transportation or at a school-sponsored activity must be documented in the Involuntary Examinations and Restraint and Seclusion (IERS) platform.

B. LEA Program Implementation

1. MHAA-Funded Evidence-Based Program (EBP)

#1

Evidence-Based Program (EBP)
Youth Mental Health First Aid

Identify the source of the evidence-based program chosen.

If there are multiple sources, please select only one.
Other: National Council For Mental Wellbeing https://www.mentalhealthfirstaid.org/populationfocused-modules/youth/

Tier(s) of Implementation
Tier 1

Describe the key EBP components that will be implemented.

Youth Mental Health First Aid (YMHFA) is a comprehensive training program based on empirical evidence, designed to equip school personnel with the essential knowledge and skills necessary to recognize when a student is in distress and to provide appropriate assistance. This training imparts participants with specific, context-relevant competencies to evaluate a mental health crisis, deliver initial support, and facilitate connections to professional, peer, and social resources, as well as self-help options. By applying the strategies learned, participants can adeptly manage student behaviors, whether in individual or group contexts.

Early Identification
Explain how your program strategies will reduce the likelihood of at-risk students developing social emotional or behavioral problems, depression, anxiety disorders or suicidal tendencies, and how these will assist students dealing with trauma and violence.

The course employs the Youth Mental Health First Aid (YMHFA) curriculum to equip all school-based personnel who work directly with students, identified through state job codes, with essential skills for early identification of mental health disorders. The YMHFA coordinator will oversee the notification of training needs to staff members, their administrators, and directors. Utilizing scenarios, interactive exercises, and a comprehensive five-step action plan, participants will cultivate specific competencies required to recognize early indicators of mental health concerns in students, which may potentially escalate into a crisis, and assist the youth in getting the needed help. Furthermore, this training will equip staff to implement universal prevention strategies designed to foster a positive school climate and integrate social-emotional learning activities, thereby providing preventative factors for at-risk students developing social, emotional, or behavioral problems, depression, anxiety disorders, or suicidal tendencies. Staff will be trained to identify and support vulnerable students proactively before their challenges escalate. For students dealing with trauma and violence, the YMHFA training will

educate staff on recognizing potential indicators and, importantly, on the designated mental health support personnel available on their campus, such as school counselors, family therapists, and school social workers, whom they should contact for assistance. The school district ensures that mental health professionals are available in every school to provide specialized support. In addition to recognizing signs and symptoms, the training includes a dedicated section on suicide prevention, which provides for recognizing suicidal thinking and behaviors and guidelines for effective intervention.

High Risk Students
Explain how the multitiered system of supports will deliver evidence-based mental health assessment, diagnosis, intervention, treatment and recovery services to students with one or more mental health or co-occurring substance abuse diagnoses and students at high risk of such diagnoses.

N/A

#2

Evidence-Based Program (EBP)
Inner Explorer

Identify the source of the evidence-based program chosen.

If there are multiple sources, please select only one.
Other: https://innerexplorer.com/

Tier(s) of Implementation
Tier 1

Describe the key EBP components that will be implemented.

Inner Explorer is a mindfulness platform that is scalable and easy to implement. Staff and families can join students in a daily 5–10-minute audio-guided mindfulness practice, which promotes well-being for the entire community. We offer age-appropriate practices for elementary, middle, and high school in English and Spanish, plus additional series, such as the Educator Well-Being Series and the Counselor Series.

Early Identification
Explain how your program strategies will reduce the likelihood of at-risk students developing social emotional or behavioral problems, depression, anxiety disorders or suicidal tendencies, and how these will assist students dealing with trauma and violence.

The daily mindfulness builds foundational skills in self-regulation, focus, and emotional awareness, which strengthen students' ability to manage stress and regulate emotions, reducing risk factors

associated with anxiety, depression, and behavioral concerns. The program creates a predictable, calming structure that supports students exposed to trauma and violence by promoting emotional stability and a sense of safety. It enhances resilience and coping skills, allowing students to respond more effectively to challenges and adverse experiences.

High Risk Students

Explain how the multitiered system of supports will deliver evidence-based mental health assessment, diagnosis, intervention, treatment and recovery services to students with one or more mental health or co-occurring substance abuse diagnoses and students at high risk of such diagnoses.

The District's multitiered system of supports (MTSS) provides a continuum of evidence-based mental health services, including screening, assessment, intervention, and recovery supports for students with identified or emerging needs. Through school-based teams and partnerships with community behavioral health providers, students receive services such as counseling, psychological evaluations, trauma-informed care, and crisis intervention across school, community, and virtual settings. Timely referral processes ensure rapid access to services. This coordinated approach delivers individualized supports that address mental health and co-occurring substance use needs while promoting stabilization and recovery.

#3

Evidence-Based Program (EBP)

Terrace Metrics

Identify the source of the evidence-based program chosen.

If there are multiple sources, please select only one.

Other: https://terracemetrics.org/

Tier(s) of Implementation

Tier 1, Tier 2, Tier 3

Describe the key EBP components that will be implemented.

Terrace Metrics is an innovative system that combines science-based assessments with practical, strength-driven resources to empower students, educators, and professionals alike. Whether it's building resilience in the classroom, supporting district-wide mental health efforts, or enhancing employee engagement and performance, Terrace Metrics delivers real-time, actionable insights that lead to measurable growth. Terrace Metrics: Smarter minds. Healthier people. Better outcomes.

Early Identification

Explain how your program strategies will reduce the likelihood of at-risk students developing social

emotional or behavioral problems, depression, anxiety disorders or suicidal tendencies, and how these will assist students dealing with trauma and violence.

Resilience is what helps students and schools adapt, respond, and keep moving forward when challenges arise. Research shows that resilience is one of the strongest predictors of academic and personal outcomes, and school health. Terrace Metrics works with schools nationwide to strengthen student resiliency and create systems that respond early, learn continuously, and improve outcomes. Built on the MTSS, Response to Intervention, and continuous improvement frameworks, the Terrace Metrics system brings schools, families, and communities together to identify needs early, track progress across tiers, and adjust supports so every student gets what they need to succeed.

High Risk Students

Explain how the multitiered system of supports will deliver evidence-based mental health assessment, diagnosis, intervention, treatment and recovery services to students with one or more mental health or co-occurring substance abuse diagnoses and students at high risk of such diagnoses.

Terrace Metrics brings its expertise in screening, progress monitoring, and improvement planning together in one easy-to-use system. It is the only system that delivers immediate results to the right school teams and connects those results directly to curricula aligned across all MTSS tiers—so teams know exactly what to do next. Comprehensive training and workshops are included to ensure the curricula are implemented with confidence and consistency.

2. Additional Programs (optional)

#1

Program Name
Riding the Waves

Tier(s) of Implementation
Tier 1

Program Description
Provide a brief description of the program and its purpose.

Riding the Waves is a prevention curriculum developmentally appropriate for 5th grade students. Lessons target identifying and coping with stress for elementary school. Lessons address healthy emotional development, depression, and anxiety. This curriculum's overarching goal is to build emotional skills within children to prevent suicide at its earliest stages.

#2

Program Name
Look Listen Link.

Tier(s) of Implementation
Tier 1

Program Description
Provide a brief description of the program and its purpose.

LOOK LISTEN LINK is an evaluated, classroom-based prevention curriculum geared for students in 6th, 7th, and 8th grades. It aims to teach students not only facts about stress, anxiety, depression, and suicide prevention, but also practical life skills to help a friend who may be struggling with these issues.

#3

Program Name
H.E.L.P. (Help Every Living Person)

Tier(s) of Implementation
Tier 1

Program Description
Provide a brief description of the program and its purpose.

H.E.L.P. (Helping Every Living Person) is an evaluated classroom suicide prevention curriculum for students in 9th, 10th, and 11th grades. Topics include stress and healthy coping skills, depression

and impact on teens' lives, causes and warning signs of suicide, and skills to intervene with a friend who may be considering suicide.

#4

Program Name
GCSCORED-RUMMERTIME

Tier(s) of Implementation
Tier 2, Tier 3

Program Description
Provide a brief description of the program and its purpose.

RUMERTIME® is a five-step culturally responsive, social-emotional problem-solving strategy that supports individuals in their journey from a place of intrapersonal and interpersonal imbalance to a place of intrapersonal and interpersonal balance, and from unconscious living to conscious living.

#5

Program Name
WhyTry

Tier(s) of Implementation
Tier 2, Tier 3

Program Description
Provide a brief description of the program and its purpose.

WhyTry is an evidence-based social and emotional learning (SEL) program. Sessions focus on teaching important life skills: decisions have consequences, dealing with peer pressure, obeying laws and rules, and plugging into a support system.

#6

Program Name
Lauren's Kids: Safer Smarter Kids!

Tier(s) of Implementation
Tier 1

Program Description
Provide a brief description of the program and its purpose.

The Lauren's Kids ***Safer, Smarter Schools*** curriculum is a Pre-Kindergarten through 12th Grade personal safety and abuse prevention program developed by Lauren's Kids, lifelong educators, sexual violence prevention experts, and developmental psychologists, with support and oversight

from the Florida Department of Education and the University of Florida. Engaging videos and in-class activities enable all children to effectively learn critical safety strategies, no matter their learning style. A step-by-step facilitator's guide, in person and online training, and parent letters are also components of this program. This is a curriculum that meets the state's required instruction. The Foundation's ***Safer, Smarter Schools*** curriculum is currently used in classrooms in 40 states.

#7

Program Name
Cognitive Behavioral Therapy

Tier(s) of Implementation
Tier 2, Tier 3

Program Description
Provide a brief description of the program and its purpose.

Cognitive Behavioral Therapy, or CBT, is a short-term therapy technique that can help people find new ways to behave by changing their thought patterns. Engaging with CBT can help people reduce stress, cope with complicated relationships, deal with grief, and face many other common life challenges.

3. Policy, Roles, and Responsibilities

Direct Employment

Explain how direct employment of school-based mental health services providers (school psychologists, school social workers, school counselors and other licensed mental health professionals) will reduce staff-to-student ratios.

Employment of school-based mental health service providers, such as school social workers, school counselors, and other licensed mental health professionals, reduces staff-to-student ratios and improves the mental health support available to students by increasing service availability, providing dedicated support to meet students' specific needs, and reducing caseloads. By directly employing school-based mental health services providers, schools can create a more supportive and responsive environment for students, leading to better mental health outcomes.
Mental health staff, including school counselors, school social workers, school psychologists, and family therapists, provide individual counseling, group counseling, classroom lessons, and consultation services to ensure students' mental health needs are met. District staff also provide crisis intervention and counseling sessions to students and families at school wellness centers.

Policies and Procedures

Describe your LEA’s established policies and procedures to increase the amount of time student services personnel spend providing direct mental health services (e.g., review and revision of staffing allocations based on school or student mental health assistance needs.

The District increases the time student services personnel spend providing direct services to students by aligning job descriptions and professional learning with state standards. This alignment and training ensure that mental health professionals focus their efforts on supporting the mental health of students through standards-based implementation.

Providers and Partners

Describe the role of school-based mental health providers and community-based partners in the implementation of your evidence-based mental health program.

Referrals are made to school-based and community-based partners who are trained in various EBPs and provide assessments and intervention. Through a contract with our managing entity, referrals can be made for students with severe mental health conditions and those with dual diagnoses. Many of our community providers are trained in CBT.
Through implementing evidence-based curricula, staff provide instruction and support to assist students with developing self-awareness, self-management, resiliency, relationship skills, responsible

decision-making, along with mindfulness, stress reduction, and emotional regulation strategies.
School-based mental health providers, including school social workers, school counselors, and other licensed mental health professionals, are directly employed by the District to provide a range of mental health services. These professionals are responsible for delivering evidence-based interventions, such as Cognitive Behavioral Therapy (CBT), to students who need support. They play a key role in the early identification of social, emotional, and behavioral problems by administering assessments and screenings to identify students at risk of developing mental health issues, such as depression, anxiety disorders, or substance use disorders.
In addition to early identification, school-based mental health providers are trained to handle crisis situations, providing immediate support and intervention to students dealing with trauma, violence, or other critical issues. They are also involved in delivering suicide prevention programs and other Tier 1 interventions. To ensure they remain effective in their roles, these professionals participate in continuous professional development to stay updated on best practices and new evidence-based strategies. This includes on-demand, video-based professional learning modules covering topics like trauma, mental health, and mindfulness.

4. Community Contracts/Interagency Agreements

Community Contracts/Interagency Agreements
List the contracts or interagency agreements with local behavioral health providers or Community Action Team (CAT) services and specify the type of behavioral health services being provided on or off the school campus.

Health Provider: Broward Behavioral Health Coalition and network providers.

Services Provided: Contract with Broward's managing entity to provide assessment, outpatient individual and group sessions, case management, medical services; in-home and at the various provider locations.

5. Employment Verification

#1

JobDesc_Data Mgmt Spec_7.2.26.pdf

C. MHAA Planned Funds and Expenditures

1. Allocation Funding Summary

MHAA funds provided in the 2025-2026 Florida Education Finance Program (FEFP):	**$14,224,694**
Unexpended MHAA funds from previous fiscal years:	**$0**
Grand Total MHAA Funds:	**$14,224,694**

2. MHAA planned Funds and Expenditures Form

Please complete the **MHAA planned Funds and Expenditures Form** to verify the use of funds in accordance with s. 1006.041, F.S.

LEA's are encouraged to maximize third-party health insurance benefits and Medicaid claiming for services, where appropriate.

Uploaded Document:
26-27 MHAA Plan FundsandExpendReport Board Final 7.13.26.xlsx

D. LEA School Board Approval

This application certifies that the School Superintendent and School Board approved the district's MHAA Plan, which outlines the local program and planned expenditures to establish or expand school-based mental health care consistent with the statutory requirements for the MHAA in accordance with s. 1006.041(14), F.S.

Note: The charter schools listed below have ***Opted Out*** of the LEA's MHAA Plan and are expected to submit their own MHAA Plan to the LEA for review.

Charter School Number and Name
5209 Ascend Academy Charter High School

Charter School Number and Name
5410 Ben Gamla Charter School

Charter School Number and Name
5392 Ben Gamla Charter School South Broward

Charter School Number and Name
5022 Bridgeprep Academy of Broward K-8

Charter School Number and Name
5116 Bridgeprep Academy of Hollywood Hills

Charter School Number and Name
5038 Broward Math and Science Schools

Charter School Number and Name
5051 City of Pembroke Pines Central

Charter School Number and Name
5051 City of Pembroke Pines East

Charter School Number and Name
5051 City of Pembroke Pines West

Charter School Number and Name
5081 City of Pembroke Pines Middle Central

Charter School Number and Name
5081 City of Pembroke Pines Middle West

Charter School Number and Name
5121 City of Pembroke Pines Charter High School

Charter School Number and Name
5091 Coral Springs Charter School

Charter School Number and Name
5355 Eagles Nest Charter Academy

Charter School Number and Name
5356 Eagles Nest Middle Charter School

Charter School Number and Name
5325 Hollywood Academy of Arts & Science

Charter School Number and Name
5362 Hollywood Academy of Arts And Science Middle School

Charter School Number and Name
5171 Imagine Charter School at North Lauderdale Elementary

Charter School Number and Name
5024 Imagine Schools at Broward

Charter School Number and Name
5044 Imagine Schools Plantation Campus

Charter School Number and Name
5555 International Studies Academy High School

Charter School Number and Name
5556 International Studies Academy Middle School

Charter School Number and Name
5161 North Broward Academy of Excellence

Charter School Number and Name
5371 North Broward Academy of Excellence Middle

Charter School Number and Name
5801 Panacea Prep Charter School

Charter School Number and Name
5014 Pines Academy of Innovation and Learning

Charter School Number and Name
5049 Renaissance Charter School at Cooper City

Charter School Number and Name
5020 Renaissance Charter School at Coral Springs

Charter School Number and Name
5710 Renaissance Charter School at Pines

Charter School Number and Name
5023 Renaissance Charter School at Plantation

Charter School Number and Name
5048 Renaissance Charter School at University

Charter School Number and Name
5141 Somerset Academy

Charter School Number and Name

5221 Somerset Academy Charter High

Charter School Number and Name
5211 Somerset Academy Davie Charter School

Charter School Number and Name
5391 Somerset Academy East Preparatory

Charter School Number and Name
5405 Somerset Academy Elementary (Miramar Campus)

Charter School Number and Name
5263 Somerset Academy Elementary South

Charter School Number and Name
5413 Somerset Prep Academy at Riverside

Charter School Number and Name
5151 Somerset Academy Middle

Charter School Number and Name
5406 Somerset Academy Middle (Miramar Campus)

Charter School Number and Name
5054 Somerset Academy Miramar South

Charter School Number and Name
5021 Somerset Academy Neighborhood

Charter School Number and Name
5388 Somerset Academy Pompano (K-5)

Charter School Number and Name
5387 Somerset Academy Riverside

Charter School Number and Name
5419 Somerset Academy Riverside Charter Middle School

Charter School Number and Name
5002 Somerset Academy Village Charter Middle School

Charter School Number and Name
5396 Somerset Arts Conservatory

Charter School Number and Name
5056 Somerset Parkland Academy

Charter School Number and Name
5030 Somerset Pines Academy

Charter School Number and Name
5006 Somerset Preparatory Academy Charter High at North Lauderdale

Charter School Number and Name
5003 Somerset Preparatory Academy Charter School at North Lauderdale

Charter School Number and Name
5441 Somerset Collegiate Academy Central Miramar

Charter School Number and Name
5004 Somerset Village Academy

Charter School Number and Name
SunEd of Hollywood

Charter School Number and Name
5053 SunEd High of South Broward

Charter School Number and Name
5861 SunEd High School of North Broward

Charter School Number and Name
5060 Sunfire High School

Charter School Number and Name
5052 West Broward Academy

Approval Date:
07/28/2026

School Name & MSID BROWARD Board Final 7.2.26

Planned Funds and Expenditures 2026-2027

Section 1. MHAA Plan Funding Summary	$ Amount
MHAA provided in the 2026-2027 Florida Education Finance Program:	$14,224,694.00
Unexpended MHAA funds from previous fiscal years: Please confirm the unexpended amount with your Finance Department.	$0.00
Total MHAA Plan Funds for Section 1:	**$14,224,694.00**

Section 2. MHAA Planned Expenditure Summary – Funded by the MHAA Plan		Total $ Amount
Profession	**Total Number**	
School Counselor(s) – DOE-certified	0	$0.00
School Psychologist(s) – DOE-certified and/or DOH-licensed	0	$0.00
School Social Worker(s) – DOE-certified and/or DOH-licensed	56	$4,500,000.00
Other (DOH) Licensed Mental Health Services Providers	43	$3,451,000.00
Mental Health Administrator(s)	10	$1,180,000.00
Mental Health Support Staff	0	$0.00
Total Planned Expenditures for Section 2:		**$9,131,000.00**

Section 3. MHAA Continued Summary of Planned Expenditures	$ Amount
Expenditures for services provided by community-based mental health program agencies or providers:	
Broward Behavioral Health Coalition	$2,000,000.00
Expenditures for professional development and training:	
Registration for Mental Health Conferences	$20,000.00
Youth Mental Health First Aid - National Council PO	$170,000.00
Expenditures for travel (in-county, out-of-county, in-state, out-of-state):	
In and Out of County	$5,000.00
Out of State	$15,000.00
Mileage	$22,000.00
Meals Reimbursement	$2,000.00
Expenditures for supplies, materials and equipment:	
Therapeutic Materials, Supplies	$25,194.00
Printing	$20,000.00
Technology	$50,000.00
Other Expenditures:	
DJJ Pace School	$5,500.00
Charter School Allocation	$2,335,000.00
Additional Expenditures (Total from sheet 2):	**$424,000.00**
Total Planned Expenditures for Section 3:	**$5,093,694.00**
Unexpended (Rollover) MHAA funds:	**$0.00**
Submission Date:	**7.13.26**

If you experience difficulty completing this form electronically, contact Dr. Andrew Weatherill, Student Support Services, at 850-245-7851 or StudentSupportServices1@fldoe.org.

Form Revised 1/16/2026

Mental Health Assistance Allocation (MHAA) Plan
2026-2027
Draft as of May 27, 2026

School Name & MSID:

Planned Funds and Expenditures 2026-2027

Section 3. MHAA Continued Summary of Planned Expenditures	$ Amount
Inner Explorer	$100,000.00
CaseWorthy/Eccovia	$89,000.00
Resiliency and Wellness Consultants (LWV)	$50,000.00
Terrace Metrics	$69,000.00
WhyTry	$35,000.00
Mental Health Staff Additional Hours (Mental Health Support Training and Courses) *	$81,000.00

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	DD. Chief Auditor
DEPARTMENT:	Auditing

Agenda Item Number:	DD-1.
Consent or Open Item:	Open
Special Order:	YES
Time for Special Order:	11:30 A.M.

TITLE:

Performance Audit Report-Payroll, Overtime & Overpayment Audit Qtr 3 FY25
SPECIAL ORDER - 11:30 A.M.

REQUESTED ACTION:

Receive the Performance Audit Report of the Payroll, Overtime and Overpayment Audit of the Third Quarter 2025. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome (s)/Return on Investment, Financial Impact, and Rationale, please see Executive Summary.

EXHIBITS:

Executive Summary
Payroll, OT & Overpay Audit Rpt
061826 Meeting Excerpts

FINANCIAL IMPACT:

The source of funds to perform this audit was 100% of the general fund budget allocation of the Office of the Chief Auditor.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 4: Accountability **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark Magli	Phone:	754-321-2400
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Magli, Chief Auditor

Signature

Mark Magli, Chief Auditor

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark Magli
Title: Chief Auditor
Phone: (754) 321-2400

EXECUTIVE SUMMARY

Performance Audit Report - Payroll, Overtime, and Overpayment Audit Qtr. 3 FY2025

Board Meeting Date: July 28, 2026

Requested Action: Receive Performance Audit Report on the Payroll, Overtime, and Overpayment Audit of the Third Quarter of 2025.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Policy 1700 Office of the Chief Auditor
Statutory Requirement	• Fla. Stat. §1001.42(12)(l) Powers and Duties of District School Board, requires the district school board to establish an internal audit function that reports directly to the Board and evaluates internal controls, financial accountability, and compliance within the school system.
If the School Board votes "Yes"	• The School Board would receive the audit report on the Payroll, Overtime, and Overpayment Audit – Q3 FY2025 directly from the internal auditor in accordance with Florida Statute and SBBC policy.
If the School Board votes "No"	• If the School Board does not accept the audit report, it may undermine statutory oversight expectations, including the requirement that the internal auditor report directly to the Board.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 4 - Accountability
Measurable Outcome(s)/Return on Investment	• Continued improvement of internal control effectiveness and strengthened compliance with regulatory requirements and School Board policies and procedures.

Background/History
HCT Certified Public Accountants & Consultants, LLC conducted a performance audit to evaluate payroll, overtime, and overpayment processes for the period **January 1 – March 31, 2025**, using a sample of **100 transactions**.

The audit found that, although payroll operations function within established processes, the district's **decentralized environment** presents challenges related to documentation, consistency, and internal control enforcement at both the school and District levels.

The report identified **seven (7) audit findings** related to controls, documentation, and payroll accuracy, **and six (6) observations** that highlight process inconsistencies.

Staff did not consistently maintain sufficient support for payroll transactions, including overtime and supplemental pay, and payroll approvals often lacked clearly identifiable approvers, limiting accountability. The audit also found inconsistencies in payroll processing, including minor calculation variances and a high reliance on retroactive adjustments, with 19% of sampled employees affected due to delayed time entry and approvals. Additionally, staff did not consistently follow overtime pre-approval requirements or maintain adequate justification for additional compensation.

Summary of Audit Findings

#	Finding	Responsibility	Management Response
F-01	Lack of identifiable approval on payroll reports	Payroll	Agrees – will add name/title fields
F-02	Variances in referendum pay (by gross salary)	HR	Disagrees – based on start-of-year salary
F-03	Variances in referendum pay (by years of experience)	HR	Disagrees – data provided was incomplete
F-04	Retroactive pay from timekeeping / approval delays	Payroll	Agrees – Will issue reminders & monitor by location
F-05	Outdated compensation agreement (turnaround supplement)	HR	Agrees – stipends now end annually
F-06	No documented basis for supplement computation	HR	Partly Agrees – 4 National Board payments in error
F-07	Lack of supporting documentation for transactions	Payroll	Agrees – Considering centralization of payroll

While the issues identified are primarily administrative and governance-related, they represent control weaknesses that, if unaddressed, may increase exposure to errors, overpayments, and potential fraud, waste, and abuse. Overall, BCPS must strengthen payroll governance, documentation standards, and control processes to improve the accuracy, reliability, and integrity of payroll operations across the district.

Management has begun corrective actions, including improving approval documentation, reinforcing deadlines, and moving toward centralizing payroll operations.

The Audit Committee reviewed and approved the transmission of this report to the School Board at the June 18, 2026, Audit Committee meeting.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	**Piggyback Agreement** (Yes/No): N/A **Acquisition Method**: N/A

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:
There is no financial impact to the District. This report is funded through the General fund allocation of the Office of the Chief Auditor and included in the adopted FY26 budget.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
N/A	N/A	N/A

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	This audit report supports the School Board's oversight of compliance with regulatory requirements and School Board policies and procedures across all schools.
School Selection /Prioritization	This audit report is districtwide in nature and does not involve the selection or prioritization of individual schools.
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup: Payroll, Overtime and Overpayment Audit Report Meeting Excerpts

Performance Audit Report
June 3, 2026

Payroll, Overtime, and Overpayment Audit of the Third Quarter of 2025



Broward County Public Schools

Performance Audit Report
June 03, 2026

Payroll, Overtime, and Overpayment Audit of the Third Quarter of 2025

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

TABLE OF CONTENTS

	PAGE
Independent Accountant's Performance Audit Report	1
Project Status at a Glance	2
Background on Payroll, Overtime, and Overpayment Audit of the Third Quarter of 2025	4
Performance Audit Objectives	7
Performance Audit Narrative	8
Summary of Interviews Conducted	10
Effect of Known Error on the District	11
Findings and Observations	14
Payroll, Overtime, and Overpayment Audit Conclusion	24
Exhibits	25

Independent Accountant's Performance Audit Report

To: Members of the School Board of
Broward County, Florida

We have performed the procedures enumerated below, which were agreed to by the School Board of Broward County, Florida ("BCPS"), solely to assist in evaluating payroll, overtime, and overpayment audit of the Third Quarter of 2025 (the "Payroll Audit Project"). BCPS is responsible for the design, implementation, and oversight of the internal controls related to payroll processing, as well as compliance with applicable federal and state laws, regulations, and District policies.

This performance audit was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA). The procedures performed were designed to address the specified objectives of the engagement and do not constitute an examination or review engagement and, accordingly we do not express an opinion or conclusion.

Our procedures included evaluating payroll transactions, overtime expenditures, and compensation – related payments on a sample basis; assessing the adequacy of supporting documentation; identifying control deficiencies; and reviewing compliance with applicable policies, agreement and regulatory requirements.

The sufficiency of these procedures is solely the responsibility of BCPS. Consequently, we make no representation regarding the completeness or adequacy of the procedures described herein for any purpose other than these specified policies , agreement and regulatory requirements by BCPS.

Had we performed additional procedures, other matters might have come to our attention that would have been reported.

The procedures performed and the related findings and observation are described on pages 14 through 23 of this report.

This report is intended solely for the information and the use of the Broward County and BCPS management and is not intended to be, and should not be, used by anyone other than these specified parties.

HCT Certified Public Accountants & Consultants, LLC

Hollywood, Florida
June 03, 2026

West Palm Beach Phone (561) 655-2664
Miami Phone (305) 331-8768
Hollywood Phone (954) 966-4435

PROJECT STATUS AT A GLANCE

The HCT audit team conducted testing based on a sample of 100 payroll transactions for the Third Quarter of 2025. The audit identified multiple control deficiencies, documentation gaps, and inconsistencies in payroll processing across the District.

Key Observations

1. **Lack of Identifiable Approval Documentation**
   Approval documents frequently contained signatures or initials without printed names or titles, limiting the ability to verify proper authorization.
2. **Insufficient Documentation for Regular Working Hours - Secondary**
   Supporting documentation for regular hours - secondary worked was often incomplete or unavailable, particularly for non- teacher employees, restricting verification of time worked.
3. **Missing or Incomplete Documentation for Supplements**
   Supporting documentation for supplements and additional compensation was inconsistent and frequently insufficient to validate payments.

Additional Areas of Concern

Audit procedures also identified the following:

- Weak controls over overtime approvals and supporting documentation
- Inconsistent application of overtime pre-approval requirements
- Limited documentation supporting weekend work and overtime justification
- Inconsistencies in secondary position rates and supporting agreements
- Lack of clarity and documentation for supplemental pay categories
- Payments processed without sufficient verification of work performed
- Missing or incomplete retroactive data.

Control and Process Gaps

The audit noted broader systematic issues, including:

- Decentralized payroll processing across multiple locations
- Gaps in internal controls, including segregation of duties concerns
- Limited ability to consistently verify payroll transactions across systems
- Reliance on incomplete or inconsistent documentation

Data and Documentation Limitations

The audit team relied on SAP transaction date, payroll reports, and supplemental documentation provided be the Payroll Department. In several, instances, additional data had to be requested to address missing or incomplete records.

Summary

Overall, the audit identified significant opportunities to strengthen payroll controls, improve documentation standard, and enhance oversight of payroll and overtime expenditures across the district.

BACKGROUND:

Project Overview

Broward County Public Schools ("BCPS" or "the district") operates a complex payroll environment supporting a large and diverse workforce across multiple departments, locations, and employee classifications. Payroll operations include regular wages, overtime, supplements, stipends, retroactive adjustments, and other compensation elements governed by collective bargaining agreements, District policies, and applicable federal and state regulations.

Due to the decentralized nature of payroll processing and the volume and variability of compensation structures, the payroll function presents increased risk related to data accuracy, documentation, internal controls, and compliance. Effective oversight requires consistent documentation, strong internal controls, and reliable system integration to ensure that payroll transactions are accurate, authorized, and properly supported.

Scope of Work

We performed a performance audit of payroll, overtime, and overpayment activities for the Third Quarter of 2025, covering the period from January 1st, 2025 through March 31st, 2025.

Our procedures included examining, on a sample basis, payroll payments and overtime expenditures, including:

- Primary, secondary, and OTP/OTS payments
- Double- time payments
- Overlapping time entries (e.g., SCK, VAC, SLO, TDA)
- Large one- time payments
- Retroactive payroll adjustments

Additional procedures performed included:

- Cross- checking employees date for duplicate or ghost employees and anomalies
- Identifying segregation of duties control deficiencies
- Reviewing weekend and holiday payments
- Identifying payments exceeding 16 hours in a single day
- Reviewing supplements and one-time payments outside of standard compensation structures

Prior Audit Follow-Up

We reviewed the results of a prior desktop audit, which included nine recommendations. The prior audit identified opportunities to reduce overtime expenditures, enhance payroll reporting and remuneration statements, and improve overall processes, particularly in response to budget constraints.

Data Sources and Documentation

We evaluated and relied upon the following reports and supporting documentation:

- Employee Remuneration Statements
- ZTIM Reports
- ZEARNINGS Reports
- SAP CADO Reports
- Retroactive Payroll Remuneration Statements
- Payroll reports summarizing overtime expenditures
- Salary schedules (primary and secondary)
- PAY-79 Overtime Reports
- SAP-PA20 Overviews and Basic Pay Reports

We also reviewed source documentation including collective bargaining agreements, invoices, payment records, Board agenda materials, email communications, system demonstrations, and interviews with BCPS personnel. Documentation was used to validate payroll transactions and confirm audit activities.

Methodology and Approach

This engagement was conducted in accordance with Government Auditing Standards (GAGAS) and attestation standards established by the American Institute of Certified Public Accountants (AICPA).

We applied commonly used auditing techniques, including data analysis, sampling, recalculations, and walkthrough procedures, to evaluate payroll transactions and identify findings, observations, and areas of noncompliance with District policies and applicable regulations.

The procedures performed were limited to those agreed upon by the School Board of Broward County and did not constitute an examination or audit. Accordingly, no opinion or conclusion is expressed

Use of Systems and Testing Procedures

We performed detailed walkthroughs using SAP transactions (including PA20 and PUOC_10) to review:

- Employee position history
- Work schedules
- Hourly rates
- Recurring payments
- Payroll transactions

These procedures enabled verification of employee compensation and validation of payroll entries.

Professional Standards and Independence

We confirm that all personnel involved in this engagement-maintained independence and objectivity in accordance with applicable professional standards. Fees for this engagement were based on professional time expended and were not contingent upon the results of the audit.

Firm Qualifications

HCT Certified Public Accountants & Consultants, LLC maintains an active license in the State of Florida and is in good standing with the Florida Board of Accountancy. HCT meets independence standards under generally accepted auditing standards and is a member of the AICPA Governmental Audit Quality Center.

All assigned audit personnel have met the Continuing Professional Education (CPE) requirements for governmental auditing in accordance with Florida Statute 473.312 and Government Auditing Standards.

Key Personnel

Roderick Harvey, CPA, CVA
Mr. Harvey has over 30 years of experience in public accounting, specializing in governmental and nonprofit entities, including management consulting, auditing, and attestation services. He has worked with over 170 municipalities, authorities, and districts.

HCT Audit Team

The HCT audit team collectively brings over 110 years of experience in internal controls, operational audits, and governmental auditing.

PERFORMANCE AUDIT OBJECTIVES

Payroll, Overtime, and Overpayment Audit of the Third Quarter of 2025 ("Payroll Audit") from January 1, 2025, to March 31, 2025.

The purpose of this performance audit was to assess payroll, overtime, and overpayment processes and provide recommendations for operational improvements across the District. The audit focused on monitoring payroll activity, particularly overtime expenditures, to control costs and ensure employees are compensated accurately and timely in accordance with applicable federal and state laws, including the Fair Labor Standards Act (FLSA).

The objectives of the audit were to:

1. Determine whether payroll and timekeeping practices comply with established BCPS policies and procedures.
2. Recalculate employee wages and applicable withholdings on a sample basis.
3. Recalculate supplements and stipends paid to employees on a sample basis.
4. Assess the appropriateness of additional compensation, including supplements and stipends.
5. Recalculate overtime payments for the audit period on a sample basis.
6. Evaluate the appropriateness of overtime compensation and related payroll transactions.

AUDIT PROCEDURES PERFORMED

To achieve the above objectives, the following procedures were performed:

- Reviewed payroll expenditures for primary, secondary, and OTP/OTS payments
- Reviewed double-time payments
- Analyzed payroll reports for overlapping time entries (SCK, VAC, SLO, TDA, etc.)
- Reviewed large one-time payments and retroactive adjustments
- Scanned payroll reports for pay rate changes and anomalies
- Cross-checked employee data for duplicate or ghost employees
- Identified segregation of duties deficiencies
- Reviewed weekend and holiday payments
- Identification of payments exceeding 16 hours in a single day
- Reviewed supplements and one-time payments outside normal compensation
- Reviewed prior audit recommendations and their implementation status
- Evaluated payroll reports, SAP data, and supporting documentation
- Conducted interviews with selected BCPS personnel

PERFORMANCE AUDIT NARRATIVE

We commenced the performance audit by meeting with the Payroll Department and staff from the Office of the Chief Auditor (OCA) to obtain an understanding of Broward County Public Schools' (BCPS) payroll systems and processes.

A sample of 100 employees was selected to test wages, supplements, additional compensation, overtime, and payroll payments. To support the audit procedures, we requested and obtained the following documentation:

- 2025–2026 BCPS School Calendar
- BCPS forms supporting attendance and absences within the Time Management system
- Sample Employee Listing (dated February 19, 2026), which included:
    - Organizational unit classifications (school or department)
    - Position details and responsible organizational unit contacts
    - Primary hourly rate, base salary, and pay grade
    - Collective bargaining agreement designations for each employee
    - SAP screenshots, where applicable, for employees with changes in status (e.g., promotions, retirements, or salary adjustments during the audit period)
- Payroll Audit Records Request letters issued in December 2025
- Referendum source documentation outlining supplement criteria by employee group
- Supplement Guidelines (2025–2026), including degree supplement structures
- Bonus A+ documentation reflecting payment distributions submitted by locations and supporting amounts recorded in payroll reports

During the audit, it was determined that an understanding of employee classification structures was necessary. BCPS operates under seven (7) collective bargaining units and three (3) meet-and-confer groups, which govern compensation structures and payroll processes.

Collective Bargaining Agreements:

Broward Teachers Union (BTU)

- Education Professionals (BTU-EP)
- Education Support Professionals (BTU-ESP)
- Technical Support Professionals (BTU-TSP)

Federation of Public Employees (FOPE)

- Maintenance, Facilities Service, Transportation & Security (FOPE 4)
- Secretarial/Clerical (FOPE Clerical)
- Food Service (FOPE-FS)

Police Benevolent Association (PBA)

- Detectives

Meet and Confer Groups:

- Educational Support & Management Association of Broward, Inc. (ESMAB)
- Broward Principals & Assistants Association (BPAA)
- Confidential Office Personnel Association (COPA)

Link to Collective Bargaining Agreements – Contracts:

https://www.browardschools.com/bcps-departments/human-resources/professional-practiceslabor-relations/labor-relations/collective-bargaining-agreements

SUMMARY OF INTERVIEWS CONDUCTED:

Interview with BCPS Payroll Department Executive Team

We conducted an interview with the BCPS Payroll Department Executive Team on September 24, 2025, including Payroll Director, Auditor at OCA, and Senior Specialist in the Payroll Department. Staff from the Office of the Chief Auditor (OCA) was also in attendance. The purpose of the meeting was to obtain an overview of payroll processes, controls, and operational practices.

Through this discussion, we obtained an understanding of payroll processing timelines, key responsibilities across departments, and the flow of documentation between Human Resources, school locations, and other organizational units.

Key Topics Discussed

- **Payroll Process:**
  The payroll process is decentralized, with individual locations responsible for managing payroll activities. Payroll is processed on a biweekly cycle, utilizing the Kronos system for hourly employees. The process includes simulation runs, validation checks, and final processing prior to issuance.
- **Payroll Approval and Controls:**
  Management emphasized the importance of administrative review and approval prior to payroll finalization. It was noted that earlier approval timelines may improve accuracy and strengthen accountability.
- **Overpayment Handling:**
  Procedures for addressing overpayments include employee notification, structured repayment arrangements, and payroll deductions when necessary. Challenges were noted in recovering overpayments, particularly when employees separate from the District.
- **Audit and Documentation:**
  The importance of maintaining supporting documentation at the location level was emphasized. Strengthening documentation practices was identified as a key component of improving audit readiness and compliance.

Individuals Declining Participation:
No individuals declined to participate in the interview process

EFFECT OF KNOWN ERRORS TO THE DISTRICT:

To assess the potential district-wide impact of identified payroll discrepancies, we evaluated whether the error rate observed within the tested sample may indicate broader financial exposure across payroll transactions.

Extrapolation is an analytical method used to estimate the potential effect of identified errors across a larger population based on patterns observed within a tested sample. In the context of payroll, this method may be used to estimate the potential impact of overpayments, underpayments, overtime variances, and other compensation-related discrepancies.

While extrapolation provides insight into potential financial exposure and supports decision-making, the results are estimates and should not be interpreted as actual amounts. The reliability of such estimates depends on the consistency of identified error patterns, the representativeness of the sample, and whether underlying payroll conditions remain unchanged.

Based on audit testing, if a known error rate is identified within the sampled population, then that error rate can be extrapolated across the applicable Districtwide payroll population; the potential financial impact could approximate in the millions of dollars per quarter.

This estimate is presented solely to illustrate the potential magnitude of the issue and should not be interpreted as an actual identified loss.

The chart below is presented to assist the reader in understanding the potential district-wide effect of the identified error rate.

The above chart is presented to assist in understanding the potential district-wide impact of the identified error rate.

Performance Rpt_Payroll, Overtime, and Overpayment Audit
Chart 1

BCPS Staff by Catergory	Gross Wages Paid For 3rd Quarter 2025	Number of Employees in this Catergory	Catergory as a Percent
Teachers	283,024,614	15,543	62%
School Based Administrator	22,241,694	700	5%
Clerical / Secretarial	21,688,156	2,042	5%
Facilities	17,422,329	1,606	4%
Admin (Union)	14,335,432	639	3%
Maintenance	14,193,380	755	3%
Admin (Non Union)	12,545,915	408	3%
Teacher Assistant	11,931,331	1,607	3%
Bus Operators	10,634,044	887	2%
Teacher Aide	8,312,124	1,304	2%
Food Service Workers	7,197,291	2,000	2%
Clerical Confidential	6,920,812	444	2%
Special Salary	6,410,837	968	1%
Campus Monitors	4,910,089	738	1%
Security Specialist	3,899,629	264	1%
Food Service Managers	3,526,266	222	1%
Bus Attendants	3,371,283	364	1%
Tmp Hrly Adult Voc	1,446,192	518	0%
Armed Safe School Officers	858,864	79	0%
Executive	718,984	20	0%
SIU	651,339	25	0%
External TEM Participant	22,742	45	0%
Grand Total	456,263,348	31,166	100%

Extrapolation of Known Error
Chart 2

				Error Rate in Sample Extropolated to Total	
BCPS Staff by Catergory	**Gross Wages Paid For 3rd Quarter 2025**	**Number of Employees in this Catergory**	**Catergory as a Percent**	**10% Error Rate**	**20% Error Rate**
Teachers	283,024,614	15,543	62%	$ 28,302,461.45	$ 56,604,922.90
School Based Administrator	22,241,694	700	5%	$ 2,224,169.35	$ 4,448,338.70
Clerical / Secretarial	21,688,156	2,042	5%	$ 2,168,815.63	$ 4,337,631.25
Facilities	17,422,329	1,606	4%	$ 1,742,232.93	$ 3,484,465.86
Admin (Union)	14,335,432	639	3%	$ 1,433,543.23	$ 2,867,086.45
Maintenance	14,193,380	755	3%	$ 1,419,338.01	$ 2,838,676.02
Admin (Non Union)	12,545,915	408	3%	$ 1,254,591.45	$ 2,509,182.91
Teacher Assistant	11,931,331	1,607	3%	$ 1,193,133.12	$ 2,386,266.24
Bus Operators	10,634,044	887	2%	$ 1,063,404.39	$ 2,126,808.78
Teacher Aide	8,312,124	1,304	2%	$ 831,212.38	$ 1,662,424.76
Food Service Workers	7,197,291	2,000	2%	$ 719,729.06	$ 1,439,458.11
Clerical Confidential	6,920,812	444	2%	$ 692,081.16	$ 1,384,162.32
Special Salary	6,410,837	968	1%	$ 641,083.70	$ 1,282,167.39
Campus Monitors	4,910,089	738	1%	$ 491,008.92	$ 982,017.84
Security Specialist	3,899,629	264	1%	$ 389,962.91	$ 779,925.83
Food Service Managers	3,526,266	222	1%	$ 352,626.64	$ 705,253.28
Bus Attendants	3,371,283	364	1%	$ 337,128.32	$ 674,256.64
Tmp Hrly Adult Voc	1,446,192	518	0%	$ 144,619.22	$ 289,238.44
Armed Safe School Officers	858,864	79	0%	$ 85,886.40	$ 171,772.79
Executive	718,984	20	0%	$ 71,898.44	$ 143,796.89
SIU	651,339	25	0%	$ 65,133.94	$ 130,267.87
External TEM Participant	22,742	45	0%	$ 2,274.21	$ 4,548.42
Grand Total	456,263,348	31,166	100%	$ 45,626,334.84	$ 91,252,669.69

We present the above chart to assist with understanding the effect of our findings when reviewed at a district-wide level. The reader can estimate that the effect of the found error may have a financial impact at a district-wide level.

FINDINGS AND OBSERVATIONS

Performance Audit Findings

Finding #01: Lack of Identifiable Approval for Payroll Reports

Condition:
During testing of payroll transactions for Broward County Public Schools, it was noted that while payroll records generally contained signatures or initials indicating approval in most of the instances, the approving individual could not be clearly identified. The signatures/initials were not accompanied by printed names or titles. Only in a limited number of cases was it evident that the approval was obtained from an authorized individual (e.g., school principal).

Effect:
The absence of clearly identifiable approver information limits the ability to verify whether payroll reports were reviewed and approved by authorized personnel.

Cause:
This condition appears to be due to the lack of a standardized requirement or enforcement for including printed names and titles along with signatures/initials on payroll approval documentation.

Criteria:
PR-100 BCPS Business Practice Bulletin dated June 10, 2011, enumerates the sound internal control practices and standard payroll governance require that all payroll transactions be reviewed and approved by authorized personnel, with sufficient documentation to clearly identify the approver (e.g., name, title, and signature) to ensure accountability and auditability. Superintendent memo payroll practices and compliance 11.05.18 is also applicable.

Recommendation:
Management should implement and enforce a standardized payroll approval process requiring all approvers to include their printed name, title, and signature (or electronic equivalent) on payroll documentation.

Management Response provided by the BCPS Payroll Management: Payroll Department Director agrees with this finding. The district will revise the current payroll reports to include additional fields for the printed name, signature, and title of the approver.

Finding #02: Variances Identified in Referendum Pay Calculations based on gross salary

Condition:
During testing of supplement and referendum payments for Broward County Public Schools, HCT noted differences between the amounts recomputed and the amounts paid. The variances identified ranging from approximately $2 to $29 per month. A total of 22 instances of such differences were observed within the sample selected.

Effect:
These discrepancies indicate inconsistencies in payroll calculations. If systemic, such variances could accumulate over time and result in overpayments or underpayments, impacting payroll accuracy and employee compensation.

Cause:
The differences appear to be attributable to inconsistencies in calculation methodologies, such as timing of rate application, or system configuration variances.

Criteria:
Memorandum of Understandings between the School Board of Broward County and The Broward teaches union - Education Professionals (BTU - EP) ; The Broward teaches union - Education Support Professionals (BTU-ESP) ; The Broward teaches union - Technical Support Professionals (BTU - TSP) ; The Federation of Public Employees (FOPE) ; The Federation of Public Employees - Secretarial Clerical (FOPE - Secretarial Clerical) ; The Federation of Public Employees - Maintenance, Facilities, Transportation and Security (FOPE 4) ; Police Benevolent Association (PBA) and their Implementation matrix are applicable to this finding. Payroll processing should ensure accurate and consistent calculation of all compensation components, including supplements and referendum pay, in accordance with approved compensation agreements, salary schedules, and applicable policies.

Recommendation:
Management should review the calculation methodologies and system configurations used for computing supplements and referendum pay to ensure consistency and accuracy.

Management Response provided by the BCPS Human Resources Management: BCPS Human Resources (HR) does not agree with this finding. Referendum supplements for eligible non-instructional staff were calculated based on each employee's base salary at the start of the school year (August 2024). Pay raises that happened after these calculations were not used to update the supplement amounts. At that time, it was common practice not to revise referendum supplements for retroactive salary increases. This explains the differences noted in the audit report.

Finding #03: Variances in Referendum Pay Based on Years of Experience

Condition:
During testing of referendum-based compensation for Broward County Public Schools, HCT identified discrepancies between recomputed amounts and actual payments. These payments are based on employees' years of experience. The variances ranged from approximately $25 to $100 per month, with a total of 7 instances noted in the samples.

Effect:
These discrepancies may result in employees being overcompensated or undercompensated.

Cause:
The issue appears to stem from inaccurate or inconsistent application of years of experience within the payroll system, or potential gaps in updating employee experience data used to determine referendum pay.

Criteria:
Memorandum of Understandings between the School Board of Broward County and The Broward teaches union - Education Professionals (BTU - EP) ; The Broward teaches union - Education Support Professionals (BTU-ESP) ; The Broward teaches union - Technical Support Professionals (BTU - TSP) ; The Federation of Public Employees (FOPE) ; The Federation of Public Employees - Secretarial Clerical (FOPE - Secretarial Clerical) ; The Federation of Public Employees - Maintenance, Facilities, Transportation and Security (FOPE 4) ; Police Benevolent Association (PBA) and their Implementation matrix discuss that compensation based on years of experience should be calculated accurately and consistently in accordance with approved salary schedules, referendum agreements, and supporting employee data.

Recommendation:
Management should review and validate the employee experience data used in payroll calculations and ensure it is accurately maintained and updated within the system.

Management Response provided by the BCPS Human Resources Management: BCPS HR disagrees with the finding, noting that the data given to the auditor was incomplete. An August 12, 2024 email from the HR Information Systems Specialist highlighted issues with Infotype 33 Experience Years. Total teaching experience was calculated using the ZVERIFY report and relevant fields in Infotype 33. HR verified the years and provided screenshots, confirming they matched what the employee received.

Finding #04: Retroactive Pay Arising from Delays in Timekeeping and Approvals

Condition:
During testing of payroll transactions for Broward County Public Schools, HCT identified 8 instances where retroactive pay was processed due to delays related to missing time entries in prior pay periods and delayed submission of timesheets by employees. HCT noted that although no samples were specifically selected based on the "difference previous" pay component, 19 out of 100 sampled employees (19%) included payments related to this component in their pay-slips.

Effect:
Delayed processing of time entries results in retroactive payroll adjustments, which may increase the risk of payroll inaccuracies, reduce transparency in employee compensation, and create additional administrative burden. A high frequency of "difference previous" adjustments indicates recurring payroll corrections, which may suggest underlying inaccuracies in initial payroll processing. This increases the risk of errors in employee compensation, reduces payroll reliability, and may result in additional administrative effort to process adjustments.

Cause:
The condition appears to be due to non-adherence to established payroll timelines for timesheet submission and inconsistencies in initial payroll processing. Errors are potentially due to delayed or inaccurate time entries, late approvals, or system-related calculation issues requiring subsequent corrections.

Criteria:
PR-100 BCPS Business Practice Bulletin dated June 10, 2011, and the Superintendent memo, payroll practices and compliance 11.05.18 apply. Effective payroll controls require that all time entries be accurately recorded, submitted, and approved within established payroll deadlines to ensure timely and accurate compensation. Payroll processes should minimize the need for retroactive adjustments. The need for subsequent adjustments should be for exceptional cases.

Recommendation:
Management should reinforce compliance with timesheet submission and approval deadlines through clear communication and monitoring. Management should also analyze the root causes of "difference previous" and implement corrective measures to improve the accuracy of initial payroll processing.

Management Response provided by the BCPS Payroll Management: As outlined in PR100 – Payroll Business Practice Bulletin, all locations are required to process payroll data daily and ensure that all payroll documents, including timesheets and Certificates of Absence, are collected and entered within the applicable pay period in a timely manner. Management will implement the following corrective actions:

1. Issue written communication to all locations reminding them of payroll processing requirements.
2. Run reports to identify the locations with the highest number of retroactive payroll transactions.
3. Provide these statistics to the Area Superintendents for review and appropriate follow-up action.

Finding #05: Use of Outdated Compensation Agreement for Turnaround Supplement

Condition:
HCT noted that the supporting compensation agreement provided by the school was dated for FY 2018–19. The agreement outlines a three-year performance period and specifies payment terms applicable during that timeframe. However, no updated or renewed agreement applicable to FY 2025 was provided. Management indicated that the original agreement remained in effect throughout the employee's tenure, and no subsequent agreements were issued.

Designation: School Administrator
School Name: Park Ridge Elementary
Supplement paid: $ 500

Effect:
The absence of a current and valid agreement supporting compensation increases the risk of payments being made without appropriate authorization.

Cause:
This appears to be due to a lack of formal renewal or reissuance of compensation agreements for turnaround supplements beyond the original agreement period or insufficient documentation retention or update practices.

Criteria:
PR-100 BCPS Business Practice Bulletin dated June 10, 2011, the Superintendent memo payroll practices and compliance 11.05.18, and the OT and Comp Time concerns memo dated August 2019 apply to the finding. Compensation payments, including supplements, should be supported by valid and current agreements that clearly define eligibility, duration, and payment terms.

Recommendation:
Management should ensure that all compensation-related agreements are current, valid, and aligned with the applicable pay period. For agreements with defined durations, formal renewals or updated documentation should be maintained to support continued payments.

Management Response provided by the BCPS Human Resources Management: HR agrees with the finding. The recently merged Instructional and Non-instructional Staffing departments now form the Talent Management Department, improving process alignment and audit controls. All stipends end annually and require approval for reinstatement.

Finding #06: Lack of Defined Basis for Supplement Computation

Condition:
In multiple instances, supplement payments made to employees were supported by appropriate approvals. However, no documentation was provided to justify the basis or criteria used in computing the supplement amounts. Additionally, in certain cases, the re-computation performed during the audit did not agree with the amounts paid, and no explanation was available to support the variance.

Effect:
The absence of a clearly defined and documented basis for supplement calculations increases the risk of inconsistent payments, potential overpayments or underpayments, and non-compliance with applicable collective bargaining agreements and payroll policies.

Cause:
Lack of standardized guidance and documentation of criteria used in calculating supplement payments.

Criteria:
BCPS payroll policies and applicable collective bargaining agreements require that all supplement payments be calculated in accordance with established terms.

Recommendation:
We recommend that the District incorporate specific clauses or provisions from the applicable collective bargaining agreement or other appropriate document into the supplement approval documentation. This facilitates precheck at the approval level and improves the efficiency of the review process.

Management Response provided by the BCPS Human Resources Management: BCPS HR clarified that most payments are correct, with only 4 National Board Payments identified as errors due to outdated calculations before the pay raise. Corrective measures now ensure that payments based on hourly rates are updated after raises.

Finding #07: **Lack of Supporting Documentation for Payroll Transactions**

Condition:
In multiple instances, requested supporting documentation for additional payments (e.g., overtime approvals, workshop attendance proof) was either not provided or was insufficient to substantiate the payroll payments.

Effect:
This increases the risk of unsupported payroll transactions, improper payments, and audit limitations due to a lack of verifiable evidence.

Cause:
Inadequate documentation retention practices and a lack of timely response from responsible organizational units.

Criteria:
PR-100 BCPS Business Practice Bulletin dated June 10, 2011, the Superintendent memo payroll practices and compliance 11.05.18 and the OT and Comp Time concerns memo dated August 2019 apply. BCPS payroll and internal control policies require that all payroll transactions be supported by appropriate documentation and maintained for audit purposes.

Recommendation: We recommend that the District maintain supporting documentation for all payroll transactions at the school location or at the District department.

Management Response provided by the BCPS Payroll Management: As outlined in the PR100 – Payroll Business Practice Bulletin, all locations are required to maintain supporting documentation for all payroll transactions. The district is considering the centralization of payroll functions. As part of this district-wide initiative, locations will be required to submit all supporting documentation and approvals prior to payroll entry.

FINDINGS AND OBSERVATIONS

Performance Audit Observations

Observation 101: Payments Processed for Weekend Work

During testing of payroll transactions for Broward County Public Schools, HCT identified 24 instances where employees were compensated for hours worked on weekends.

Observation 102: Timekeeping and Additional Assignment Documentation

During our review of payroll for Q3 FY 2025 (January 1, 2025 – March 31, 2025), we noted the following:

The employee in position 80080310 served as an interim substitute teacher, which is his position of hire and not considered a secondary position. During the period 01/28/2025 through 01/31/2025, the Kronos timekeeping system was not operational, and the employee was unable to record his hours electronically. A manual timesheet was completed and approved by the supervisor to capture the hours worked.

Additionally, an additional position (80116352) was created to address missed planning time. Since this position was established solely to cover operational needs, a formal additional assignment agreement form was not available.

Observation 103: Secondary Position Payroll Documentation

During our review of payroll for Q3 FY 2025 (January 1, 2025 – March 31, 2025), we noted that in 11 instances, an employee worked in a secondary position in an organizational unit different from his primary organizational unit. While payroll for these hours was processed by the primary organizational unit, the approved timesheets and supporting documentation were maintained in the secondary organizational unit.

Observation 104: Additional Assignment / Compensation Agreement Documentation

During our review of payroll for Q3 FY 2025 (January 1, 2025 – March 31, 2025), we noted that in eight instances, the organizational units indicated that an additional assignment agreement or compensation agreement was not applicable. However, the units did not provide an explanation or rationale for why the agreement was deemed not applicable.

Observation 105: Lack of Response from Organizational Units for Additional Data.

During our review of payroll for Q3 FY 2025 (January 1, 2025 – March 31, 2025), we noted that in 13 instances, no responses were received from two organizational units, "Cypress Bay High and Pupil Transportation," regarding requested additional documentation or additional confirmations related to payroll, timekeeping, or additional assignments.

Observation 106: Accelerated Payroll Processing During Holiday Periods

During holiday periods (e.g., Christmas), payroll is processed on an accelerated basis, whereby payroll checks are projected and issued in advance based on employees' scheduled hours. Subsequent adjustments or corrections are processed in later payroll cycles to account for any differences between projected and actual hours worked. Processing payroll based on projected hours increases the risk of overpayments or underpayments, requiring subsequent adjustments.

The need to accommodate holiday schedules and ensure timely employee payments resulted in the advance processing of payroll based on estimated or scheduled hours rather than actual time recorded. PR-100 BCPS Business Practice Bulletin dated June 10, 2011 and the Superintendent memo, payroll practices, and compliance 11.05.18 provide guidance on the matter. Payroll should be processed based on actual hours worked and properly approved time records to ensure accuracy and completeness of payments.

Management Response to Certain Performance Audit Observations

Management Response provided by the BCPS Human Resources Management for Observation 104

According to Business Practice Bulletin H-220, the Additional Assignment Agreement Form is required exclusively for non-instructional employees. Teachers may receive alternative rates under EP CBA Article 19; therefore, completion of the Non-Instructional Additional Assignment Form is not necessary for instructional staff.

The observation related to the Assistant Principal is accurate. The location was unable to provide the Non-Instructional Additional Assignment Form for the Assistant Principal. This issue has since been addressed with the implementation of HR Connect. All additional assignments are now reviewed by HRSS prior to entry into the payroll system, ensuring that proper documentation is attached. No entries are processed automatically.

The observation concerning the Substitute Custodian is not accurate. Substitute custodians are hired in a general primary position (Non-ins Staffing) and receive additional assignments according to the specific sites where they serve. All their additional assignments pertain solely to substitute custodial roles, and the form is not required.

PAYROLL, OVERTIME, AND OVERPAYMENT AUDIT OF THE THIRD QUARTER OF 2025 CONCLUSION

The performance audit concluded that payroll, overtime, and overpayment processes for Broward County Public Schools (BCPS) during the Third Quarter of 2025 operate within a **decentralized environment** that presents challenges related to documentation, consistency, and internal control enforcement at both the school and District levels.

This report identified **seven (7) audit findings and six (6) observations**, primarily related to payroll governance, documentation practices, and control effectiveness. These conditions increase the risk of **unauthorized or unsupported payroll transactions, inaccurate employee compensation, and reduced transparency and accountability** across payroll operations.

Specifically, payroll processing at the location level is heavily reliant on clerical input, with limited visibility at the district level unless significant variances are identified. In addition, approval controls are not consistently enforced within the SAP workflow, as administrative review and authorization are not always formally documented within the payroll cycle.

To address these risks, we recommend strengthening internal controls by:

- Enforcing standardized approval and documentation requirements at the location level
- Requiring administrative approval within the SAP AA/BB payroll cycle to ensure proper authorization tracking
- Enhancing oversight and monitoring of payroll activities at the district level
- Reinforcing compliance with established payroll timelines and procedures

While the issues identified are primarily **administrative and governance-related**, they represent control weaknesses that, if unaddressed, may result in increased exposure to **errors, overpayments, and potential fraud, waste, and abuse**.

By strengthening payroll governance, documentation standards, and control processes, BCPS can significantly improve the **accuracy, reliability, and integrity of payroll operations across the district**.

APPENDIX AND EXHIBITS

Payroll, Overtime, and Overpayment Audit of the Third Quarter of 2025



DR. ERNIE LOZANO, CHIEF HUMAN RESOURCES OFFICER
HUMAN RESOURCES DIVISION

PHONE: 754-321-1840 **FAX:** 754-321-2704 **EMAIL:** ernie.lozano@browardschools.com

DATE: May 18, 2026

TO: Mark Magli
Chief Auditor

FROM: Dr. Ernie Lozano Ernie Lozano (May 18, 2026 16:32:44 EDT)
Chief Human Resources Officer

SUBJECT: PAYROLL, OVERTIME, AND OVERPAYMENT AUDIT OF THE THIRD QUARTER OF 2025

I have reviewed the responses provided by Sue Rockelman, Executive Director, Talent Management, to the audit findings and observations. Based on my review, I agree with and approve of the responses to the audit findings.

I am committed to ensuring that all recommended actions are implemented with fidelity, including any necessary follow-up, monitoring, and administrative oversight to support full and sustained compliance.

Thank you.

EL/tjr

Established 1915
BROWARD
County Public Schools

ROMANEIR JOHNSON, CHIEF FINANCIAL OFFICER
OFFICE OF THE CHIEF FINANCIAL OFFICER

PHONE: 754-321-1990 **EMAIL:** romaneir.johnson@browardschools.com

May 27, 2026

TO: Mark Magli, Chief Auditor
Office of the Chief Auditor

FROM: Romaneir Johnson, Chief Financial Officer
Office of the Chief Financial Officer
Romaneir Johnson
Romaneir Johnson (May 27, 2026 17:16:31 EDT)

SUBJECT: **PAYROLL, OVERTIME, AND OVERPAYMENT AUDIT OF THE THIRD QUARTER OF 2025**

The Payroll Department has reviewed the Payroll, Overtime, and Overpayment Audit of the Third Quarter of 2025 performed by the Office of the Chief Auditor and is providing responses to Audit findings listed below.

Finding #1 – Lack of Identifiable Approval for Payroll Reports
Response: Agree.
The District will revise the current payroll reports to include additional fields for the printed name, signature, and title of the approver.

Finding #4 – Retroactive Pay Arising from Delays in Timekeeping and Approvals
Response: As outlined in PR100 – Payroll Business Practice Bulletin, all locations are required to process payroll data daily and ensure that all payroll documents, including timesheets and Certificates of Absence, are collected and entered within the applicable pay period in a timely manner. Management will implement the following corrective actions:

1. Issue written communication to all locations reminding them of payroll processing requirements.
2. Run reports to identify the locations with the highest number of retroactive payroll transactions.
3. Provide these statistics to the Area Superintendents for review and appropriate follow-up action.

Finding #7 – Lack of Supporting Documentation for Payroll Transactions
Response: As outlined in the PR100 – Payroll Business Practice Bulletin, all locations are required to maintain supporting documentation for all payroll transactions. The District is considering the centralization of payroll functions. As part of this district-wide initiative, locations will be required to submit all supporting documentation and approvals prior to payroll entry.

If you have any questions, please contact **Sharmila Laljie, Director, Payroll Department at 754-321-2450** or **Sharmila.laljie@browardschools.com.**

RJ/SL:hlv

EXHIBIT #1

Payroll, Overtime, and Overpayment Audit of the Third Quarter of 2025



SUBJECT: PAYROLL AND TIME ENTRY

General

The purpose of this bulletin is to provide guidance in the time management process which includes recording attendances and absences, record keeping and reporting.

Employees are paid on a bi-weekly pay frequency every other Friday except on Federal and bank holidays. When this occurs, the pay date is changed to the day before the holiday. Payrolls are processed based on payroll area, either AA or BB, and paid on alternate weeks. Most Payroll and Human Resources (HR) transactions such as time entry and the initiation of iForms are done at each location. Reference to the payroll schedules should be made to determine the applicable payroll area for employees. Payroll schedules are available on the ERP website via the following link: http://www.broward.k12.fl.us/erp/

Schedules and Payroll Deadlines

New payroll schedules are created and published at the beginning of each fiscal year. These schedules outline the various pay periods, pay dates and deadlines for time entry and processing. The schedules should be followed by all individuals responsible for time entry and payroll processing. In some rare cases, such as winter break and during support stack applications, a payroll may be processed in advance of the designated processing date. If this occurs, end users will be notified by email, payroll newsletters and via payroll webinars prior to any change.

Payrolls are processed every week for one of the two payroll areas; therefore, it is critical for the Payroll Contact to follow the payroll schedules closely. The payroll run and posting process involves many steps and several days to finalize paychecks and direct deposit processing along with the associated posting transactions. To comply with bank requirements for direct deposit transactions, payroll processing must be completed by a specific deadline to guarantee direct deposits to employees by the Friday pay date. Payroll processing begins Sunday afternoons and schools and departments are given a courtesy window every Monday morning to review and correct payroll data, including time worked for the weekend. Time must be entered on a daily basis. Therefore, this window must not be used to change or process any master data changes on employees' records. If master data changes are made during this correction window, they may not be captured for the current pay date.

At times, payroll processing may occur on a day other than Monday. If so, the correction window and deadlines will be altered to fit the circumstances and Payroll Contacts will be notified accordingly.

Documentation and Record Keeping

Accurate compensation requires synchronization and collaboration between the location and District departments. The employee, Payroll Contact, HR Action Processor, Principal/Director, the Payroll Department and the Human Resources Departments all play an integral role in accurately processing payment for or to employees. Documentation and approval of all payroll data including, but not limited to time cards, timesheets, Vacation/Leave Request forms, overtime and compensatory time forms, Temporary Duty Assignment forms (TDAs) and all related payroll reports is required. Below is an outline of the responsibilities of each party to ensure that all necessary approvals are obtained and documented:

- Employee:
  - Must request and receive written pre-approval to work overtime/compensatory time hours (Form 4707)
  - Must document all overtime/compensatory time hours worked
  - Must submit all payroll documentation, such as, but not limited to timesheets, Vacation/Leave Request Forms, TDAs and Overtime/Compensatory Time Forms to the Payroll Contact in a timely manner for each respective payroll period
- Payroll Contact:
  - Must ensure all payroll documentation such as, but not limited to timesheets, Vacation/Leave Request Forms, TDAs and Overtime/Compensatory Time Forms for the pay period are submitted in a timely manner
  - Must ensure all timesheets and Vacation/Leave Request Forms are processed in a timely manner, i.e.; within the appropriate pay period
  - Must print and review required payroll reports to ensure accuracy of payments
  - Must present required reports to Principal/Director for approval in a timely manner
  - Must maintain Payroll records including Vacation/Leave Request forms, TDA forms and required payroll reports (Time Management, Earnings and Overtime) filed by pay period and kept in a secured location for auditing purposes
- HR Action Processor:
  - Must create and execute HR actions such as but not limited to Supplements, One Time Payments, Additional Position Assignments, Return to Work and Separation of Employment
  - Must manage Universal Work List (UWL) and monitor status of HR actions to completion
  - Must request and/or change existing Position Request Form (PRF) when necessary
  - Must execute relevant reports to ensure accuracy of the master data entered
- Principal/Director:
  - Must pre-approve overtime/compensatory time hours prior to hours being worked (Form 4707)

- Must review and approve payroll changes and all final payroll reports (Time Management, Earnings and Overtime) no later than Wednesday afternoon prior to the pay date for each respective payroll area
- Must ensure that proper documentation is maintained for all items related to payroll and time entry
- Must review and approve HR actions created by the HR Action Processor in a timely manner

Tools and Resources

Several tools and resources are available to Payroll Contacts including weekly newsletters, monthly webinars and schedules and matrices to assist with effective and timely processing of payroll and HR transactions. These resources can be found on the BRITE website at: http://www.broward.k12.fl.us/erp

Time Entry

Timeliness in processing payroll and HR transactions is the key to accurate paychecks. Some processes such as employee transfers, change in payroll area, calendar changes and leaves require a collaborative effort between the location and some District departments such as Payroll, Leaves, Instructional Staffing and Non-Instructional Staffing. When these transactions are processed, Payroll Contacts are expected to follow up with appropriate departments in accordance with the payroll processing deadlines.

Time Entry - Critical Steps

Master data changes, (i.e., cost override changes, course enrollments, ESS changes and iForms) must not be processed during the payroll correction window unless notification has been received to process the change immediately. Any iForm creation/changes made during this time will cause errors and will not be processed.

The Payroll Contact should adhere to the following guidelines as part of the payroll processing function to ensure accurate and timely processing of payroll transactions:

Payroll Correction Window - Mondays

(1) Enter any last minute attendance or absence hours in Cross Application Time Sheet (CATS)
(2) Print and review the Time Management (ZTIM) and the Earnings (ZHPY_PAY59) Reports
(a) Ensure hours are accurate by reviewing the Time Management Report
(b) Ensure only active employees who are entitled to a paycheck are on the Earnings Report
(c) Ensure employees who are on an inactive leave or terminated are not on the Earnings Report
(3) Make any necessary adjustments or corrections in CATS
(4) Contact your assigned Payroll Processor if assistance is needed
(5) If any corrections or adjustments were made, print and review the Time Management and Earnings Reports again
(6) Final copies of the Time Management, Overtime, and the Earnings Reports must be reviewed, signed and dated by the administrator no later than Wednesday afternoon prior to the pay date

During the correction window, Payroll staff review payroll reports to minimize errors. If errors are detected during this review, Payroll Contacts will be notified to make necessary changes so that the payroll process can be completed.

Retroactive Changes

Retroactive time entry changes made to an employee's record may impact pay, including overtime calculations. Time entry must be completed in a timely manner within the related pay period. The calculation of overtime hours is based on the number of eligible hours within the employee's work week. If hours are entered after payroll has been processed for a particular pay period, eligible overtime hours will be paid in a subsequent pay check. Since all absences such as sick, vacation, compensatory and PLV hours will impact overtime calculation**, it is imperative that these absences are entered when used.** Late entry of such absences could result in unearned payments which will cause an overpayment to the affected employee.

Time Keeping Systems

The District uses three timekeeping systems to capture time data: KRONOS, COMPASS and CATS. Time data from these various systems are uploaded to SAP on a regular basis before the payroll process begins. The KRONOS upload occurs every Sunday, the COMPASS upload occurs on the Friday prior to BB pay dates and hours entered via CATS are transferred every two hours.

SUBJECT: PAYROLL AND TIME ENTRY

KRONOS

The following steps are required to capture time data in the KRONOS system:

1. Employee biometrically clocks in and out daily (referred to as "punches") using the KRONOS time clock
2. The Payroll Contact (or Sub Coordinator) must review the punches daily and make necessary cost override changes. Coding should be verified before making changes
3. On Friday mornings, the Payroll Contact (or Sub Coordinator) must review the KRONOS Optispool report for any missed punches or any other irregularities for entries that were captured from Monday through Thursday. **If errors are detected, the appropriate corrections must be made in KRONOS prior to the data upload to SAP**. After the KRONOS upload has occurred, all time entry changes and coding corrections for the pay period must be entered in CATS during the correction window.
4. A final review of the KRONOS OptiSpool Report must be made by the Payroll Contact early enough on Monday morning to allow time for corrections to be made in CATS before the noon deadline

COMPASS

The following steps are required to capture time data in the COMPASS system:

1. Employee punches in and out daily on a time card
2. Time cards are approved daily by foreman/supervisor
3. Time card data and absence information are entered into COMPASS daily
4. COMPASS hours are uploaded to SAP on the Friday prior to the BB pay date
5. Any attendances, absences and/or corrections that are not entered into COMPASS prior to the upload must be entered directly into CATS
6. The Payroll Contact must conduct a final review of the COMPASS Report for accuracy on Monday morning before payroll is run and make necessary corrections in CATS during the correction window

The Cross Application Time Sheet (CATS)

CATS is used to capture attendance and absence data for all District employees. In addition, cost assignment changes (cost overrides) must also be done via CATS whenever required. Step-by-step instructions for accessing CATS for time entry, review and the steps to change cost assignments can be found on the ERP website. All time entry in CATS must be done on a daily basis to ensure employees are paid timely and accurately. Initial time entry must be done prior to the Monday morning correction window. The purpose of this window is to review and correct payroll data. Payroll Contacts may review their time entries at any time by running the Display

Time Data (CADO) Report. The Time Management Report can be run after the scheduled 2-hour update is complete.

The following steps are performed to capture time data in CATS and ensure accurate payment to employees:

1. Locations are responsible for verifying employee attendance. The Payroll Contact enters employee time data into CATS on a daily basis. Hourly employees and employees working overtime MUST record hours worked including start and end times by using time cards or an attendance/time sheet.
2. Payroll Contact runs and reviews the Earnings and Time Management Reports on Monday mornings. Any changes must be entered in CATS during the correction window.
3. All changes and the final payroll reports must be reviewed, approved, dated and signed by the location's administrator by Wednesday prior to the pay date.

Variants

Variants may be created to streamline the steps for a variety of transactions and/or reports which are used frequently for the same group of employees. Payroll Contacts may create a variant to reduce the time required for time entry and processing in CATS. Existing variants should be updated when there are changes to staff. The step-by-step procedure to create variants can be found on the ERP website at: http://www.broward.k12.fl.us/erp

Absence and Attendance Codes

Several codes are available for use to accurately report employees' absences and attendances in SAP. A complete list can be found on the ERP website at: http://www.broward.k12.fl.us/erp

Pay Rates for Additional Position Assignments

Refer to Business Practice Bulletin H-170 Non-Instructional Additional Assignment Agreement Form. This bulletin can be accessed by the following link:
http://www.broward.k12.fl.us/erp/brite/support/businesspracticebulletins

Overtime and Compensatory Time

The Fair Labor Standards Act (FLSA) prescribes standards for overtime pay and requires employees, who are not exempt, to be paid for overtime at an overtime rate of one-and-one-half (1.5) times the employee's regular rate of pay for hours worked beyond forty (40) in a workweek. See School Board Policy 4300.1 for the criteria to be utilized for the payment of overtime and/or the granting of compensatory time for employees who are covered under the overtime provisions of the FLSA and applicable collective bargaining unit agreements. Other

information regarding eligibility and collective bargaining agreements for compensatory time can be found on the Compensatory Time Matrix on the Employee Relations website at: http://www.broward.k12.fl.us/employeerelations/otherhelpfullinks.htm

Overtime Calculation

Overtime is systematically calculated in SAP for eligible employees based on the number of hours entered during a work week. Specific time subtypes pertaining to overtime, i.e., overtime straight (OTS), overtime premium (OTP) and overtime double (OTD) should only be used when Payroll Contacts are directed to do so by duly authorized personnel. All overtime and compensatory hours MUST be pre-approved by principal/director prior to working. See School Board Policy 4300.1 for details regarding overtime/compensatory time.

Required Steps to Document Overtime/Compensatory Time Worked and Obtain Necessary Approvals

(1) Prior to working overtime/compensatory hours, the employee must complete the Overtime/Compensatory Time Form (#4707) denoting the estimated number of hours the employee expects to work. The form must be pre-approved by the Principal/Director.
(2) After the hours have been worked, the actual hours worked must be documented on the Overtime/Compensatory Time Form and approved by the Principal/Director.
(3) The Overtime/Compensatory Time Form must be submitted to the location's Payroll Contact prior to the end of the pay period in which the hours were worked.
(4) Hours must be entered into the payroll system by the time entry deadline for the respective pay date. Payroll schedules are available on the ERP website at: http://www.broward.k12.fl.us/erp
(5) The Payroll Contact is required to print and review the Overtime Report each pay period.
(6) The Overtime Report must also be reviewed and signed by the Principal/Director.

Payroll Reports

Several payroll reports are available to Payroll Contacts and Principals/Directors to assist with data entry review, verification of payroll data and the payroll approval process. Some reports may be accessed for informational purposes while others are required for the payroll process and auditing purposes.

Informational Reports:

Report Name	T-Code
Absence Overview	(Z_ABS)
Absence Quota Information	(PT_QTA10)
Attendance Overview	(Z_ATT)
Attendance/Absence Data: Calendar View	(S_AHR_61018660)
Display Time Sheet Data	(CADO)
Payroll Remuneration Statement RETRO Explanation	(PC00_M10_CEDT)
Quota Overview	(PT50)
Supplements Report	ZHPY_SUPPLMNT_REPORT)
Substitute, Temporary & Additional Positions	BI (Business Warehouse) Report

Required Reports:

During each payroll cycle, the following reports must be printed, reviewed and signed off by the Principal/Director:

(1) Earnings Report (ZHPY_PAY59) – This report lists all payments for employees at a location and displays the gross, net and retroactive totals. It should be printed based on the payroll being processed and reviewed first thing each Monday morning to ensure accurate payments. If an error is identified, the Payroll Contact must, without delay, make the correction during the correction window and contact the appropriate Payroll Processor for additional assistance. The purpose of this report is multifunctional and will assist Payroll Contacts in the following areas:
- Identify any possible time entry errors that may result in over or underpayments
- Ensure that employees who are entitled to a paycheck for the pay period are listed with a payment
- Ensure that employees who are not entitled to payment for the pay period due to unpaid leave, retirement or termination do not receive a payment

(2) Time Management Report (ZTIM) – This report lists all absences and attendances reported for an organizational unit. The report can be run by pay period, by week, by other specified periods of time and by organizational unit or personnel number. It should be printed based on the payroll being processed and reviewed first thing each Monday morning to ensure accurate time entry. If an error is identified, the Payroll Contact must make the correction during the correction window and contact the appropriate Payroll Processor immediately for additional assistance.

(3) Overtime Report (BI) – The Overtime Report must be printed and reviewed by the Payroll Contact and Principal/Director after each payroll is processed. The report provides information on overtime paid during the pay period and will enable locations to determine if employees worked at other locations. Hours worked at other locations may place an employee in an overtime status that may impact the locations' budgets. If

unapproved overtime appears on the report, the Payroll Contact must notify the appropriate Payroll Processor immediately. If the error results in an overpayment, the deletion of hours process to recuperate the overpayment must be followed. Work instructions for this process are available on the ERP website at: http://www.broward.k12.fl.us/erp

If an error is identified during review of any of the above reports, the Payroll Contact must promptly contact the appropriate Payroll Processor for assistance.

Attendance/Absence and Respective Forms

Attendance Record: Daily attendance records are recommended to be maintained to substantiate hours worked.

Absence Record: Absence records must be maintained at each location in accordance with Board Policy 4.3 and bargaining unit requirements.

A. **Attendance**

Temporary Duty Assignment (TDA): When an employee travels to perform a duty at a different location than the employee's regular assignment, he/she is said to be on a temporary duty assignment (TDA). This includes business travel and travel related to county sponsored seminars when meal reimbursements are involved. Specific requirements for TDAs can be found in Business Practice Bulletin A-435/Travel Reimbursement Procedure which can be found on the ERP website at: http://www.broward.k12.fl.us/erp/brite/support/businesspracticebulletins

Attendance Entered After Time Entry Deadline: Hours entered after the time entry deadline will NOT be captured for the respective pay date. However, if changes are made after the deadline, those changes must be approved by the administrator and will be captured in a subsequent paycheck.

B. **Absence**

Pre-approved Absences: A Vacation/Leave Request Form must be completed by the employee requesting the absence in accordance with Board Policy and bargaining unit requirements.

Unscheduled Absences: Employees with unscheduled absences must promptly complete the Vacation/Leave Request Form upon their return to work. The Vacation/Leave Request Form must be maintained at each location and must be signed by the employee

and the Principal/Director. The Payroll Contact must enter the time into the appropriate timekeeping system promptly to prevent possible overpayments.

Paid Absences Entered After Time Entry Deadline: Paid absences such as vacation and sick hours entered after the time entry deadline will be captured in a subsequent paycheck and the respective accrual balances will be adjusted accordingly.

Other Actions

A. **Calendar Change –** A Payroll Notification of Calendar Change Form must be completed and faxed to Payroll when an employee is changing payroll area, calendar days, or moving from a traditional to a year round school.

B. **Donated Sick Leave-** An employee may donate sick hours to another eligible employee in accordance with School Board Policy 4400 and the applicable bargaining unit contract. The Payroll Contact must notify Payroll when the employee who received the donation returns to work.

C. **Sick Leave Bank** – Participation in the sick leave bank is voluntary. A withdrawal may be approved only upon total depletion of the employee's accumulated sick leave and vacation leave. For further information please refer to Business Practice Bulletin A-137/Sick Leave Bank Procedures which can be found on ERP website at: http://www.broward.k12.fl.us/erp/brite/support/businesspracticebulletins

D. **Direct Deposit Reversal** – If an employee receives a payment via direct deposit in error, the Payroll Contact must notify the appropriate Payroll Processor immediately to initiate the reversal process. This process is completed by Payroll.

E. **Payroll Checks** – Payroll Contacts must notify Payroll regarding any checks or pay advices received for an employee that is no longer at that location due to an unpaid leave, transfer, retirement or termination.

Correction of Overpayment:

If an employee has been overpaid, a Payroll Notification-Adjustment of Wages/Deletion of Hours Form must be completed by the Payroll Contact as soon as the overpayment is identified in the system. There are two forms available, depending on the type of employee. The employee must select a repayment method from the options provided and sign the form within five business days from the date of notification. This form must also be signed and approved by the Payroll Contact and the Principal/Director. Completed forms must be faxed to the Payroll Department in a timely manner.

SUBJECT: PAYROLL AND TIME ENTRY

The Payroll Notification-Adjustment of Wages/Deletion of Hours Form may be obtained via the ERP website at: http://www.broward.k12.fl.us/erp

Off-Cycle Check Request and Escalation Process

Off-Cycle Check Request

An off-cycle check is a check that is processed outside of the regular pay cycle. It is processed when an employee did not receive pay in a regular scheduled paycheck due to delayed personnel action processing or delayed time entry. Off-Cycle Check Requests must be completed and signed by the Principal/Director with a detailed explanation for the request. Please refer to Business Practice Bulletin PR-104/Off-Cycle Checks.

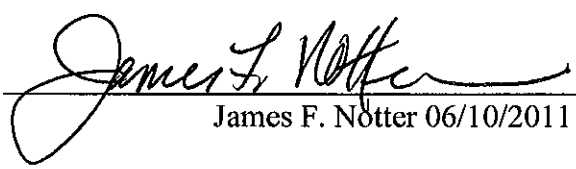
Off-Cycle Escalation

An escalation request for an off-cycle check is available in extraordinary circumstances with the approval of the respective Executive Leadership Team (ELT) member and the Director of Payroll or designee. It is to be used if an employee did not receive a paycheck on the designated pay date due to time entry, HR action or systematic errors. The Principal/Director completes this form, obtains ELT member's approval and forwards the form to the Payroll Department for approval. Refer to Business Practice Bulletin PR-104/Off-Cycle Checks.

Detailed instructions and copies of the Off-Cycle Check Request and Off-Cycle Check Request – Escalation Forms can be obtained via the ERP website at: http://www.broward.k12.fl.us/erp

Emergency Payments

If the District is affected by an emergency such as a hurricane or any other natural disaster and is closed for business, emergency payment procedures may supersede standard procedures including those pertaining to overtime. Eligible employees may be entitled to higher rates of compensation for emergency situations per their bargaining unit agreements in effect at the time of the emergency. For additional information pertaining to emergency pay procedures, refer to Business Practice Bulletin PR-114/Emergency Pay Procedures Bulletin located on the ERP website at:
http://www.broward.k12.fl.us/erp/brite/support/businesspracticebulletins

APPROVED BY ELT 
James F. Notter 06/10/2011

Supersedes:	Issued By:
PR-100, August 9, 2010	Payroll Department

EXHIBIT #2

Payroll, Overtime, and Overpayment Audit of the Third Quarter of 2025



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT

Robert W. Runcie
Superintendent of Schools

November 5, 2018

TO: Senior Leadership Team
All Principals

FROM: Robert W. Runcie
Superintendent of Schools

SUBJECT: PAYROLL PRACTICES AND COMPLIANCE

The District is currently embarking on a district-wide redesign of the HR/Payroll processes. While that process gets underway, it is critical that we adhere to existing practices with due diligence and align these practices with sound fiscal policy, federal and state laws and auditing standards. Payroll policies and procedures must be followed to avoid serious risks and penalties to the District.

Please thoroughly review the Business Practice Bulletin (BPB) "PR-100 Payroll and Time Entry" to understand your responsibility and obligations as an administrator. The Auditor General has found numerous instances where we have not adhered to the requirements outlined in PR-100, which can be found on the Payroll department SharePoint site:

https://browardcountyschools.sharepoint.com/sites/Intranet/PAP/SitePages/Home.aspx

To avoid further audit exceptions please adhere to the following:

1. Review and approve payroll changes and all final payroll reports (Time Management, Earnings and Overtime) no later than Wednesday afternoon prior to the pay date for each respective payroll area. If someone appears on your report who has terminated employment, **you must immediately** contact the Payroll department and follow-up with the Compensation department concerning completion of the I-Form. Do not sign payroll reports without thoroughly reviewing them. Compensating terminated employees, results in overpayment of salaries and benefits, potential audit exceptions and incorrect reporting of taxes and retirement benefits to Florida Retirement System (FRS).
2. Review and maintain all documentation outlined in PR-100 for all payroll entries including supplements, additional/secondary position payments and overtime hours.
3. Review and approve all Human Resources actions created by the HR Action Processor (I-Forms) in a timely manner to prevent incorrect payments.
4. Review all absences and make sure they are entered in the period they occur. If an employee has depleted their accrued sick and or vacation hours, the PLV (Unpaid Leave) absence code must be entered to prevent an overpayment.
5. Daily time entry of payroll data is required; therefore, there should be minimal retroactive time entries on your payroll reports. All retroactive entries must be reviewed and approved each payroll period.

Failure to comply with these requirements could affect your annual evaluation and result in disciplinary action. If you have questions or concerns about these requirements, your payroll reports or the payroll process and if you would like additional payroll training for you or your staff, please contact Judith M. Marte, Chief Financial Officer at 754-321-1990 or Sharmila Laljie, Payroll Director at 754-321-2450.

RWR/JMM:ca

EXHIBIT #3

Payroll, Overtime, and Overpayment Audit of the Third Quarter of 2025



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ROBERT W. RUNCIE
SUPERINTENDENT OF SCHOOLS

July 30, 2019

TO: Senior Leadership Team
All Principals

FROM: Robert W. Runcie
Superintendent of Schools

VIA: Judith M. Marte
Chief Financial Officer

Valerie S. Wanza, Ph.D.
Chief School Performance & Accountability Officer

Alan Strauss
Chief Human Resources & Equity Officer

SUBJECT: **OVERTIME AND COMPENSATORY TIME CONCERNS**

OVERTIME:

A recent audit of the District's payroll processes by the Auditor General has identified deficiencies in the methods utilized by the District to manage work time for employees who are eligible to earn overtime. Broward County Public Schools consistently spends up to three times more in overtime expenses when compared to information reported by neighboring Districts (Miami Dade and Palm Beach). While it is not possible to eliminate the utilization of overtime to maintain some District operations, excessive payments for unbudgeted overtime expenses negatively impact the District's overall budget for wages.

As a result, part of our internal payroll cleanup process is focusing on establishing systematic expectations for managing the accumulation and payment of overtime. In order to better manage the District's overtime costs, Administrators who authorize employees to work overtime must adhere to the following directives, effective immediately:

1. All overtime must be pre-approved prior to the work being performed.
2. Only work essential to maintain operational needs and responsibilities beyond the normal work week should be approved.
3. The assignment and payment of overtime must align with the Fair Labor Standards Act (FLSA), applicable Collective Bargaining Agreements and Board policy.
4. Sufficient funds must be allocated in your budget for the purpose of paying overtime.
5. Work assignments should be assigned/distributed as equally as possible among all eligible employees to minimize the accumulation of overtime.

The District will continue to closely monitor the administration of overtime costs.

COMPENSATORY TIME:

The lack of a consistent process for managing compensatory time continues to be problematic districtwide. A recent informal grievance from the BTU-TSP Unit and a review of our current practices has revealed that employees have been allowed to accumulate compensatory time in excess of contractual obligations and policy guidelines. Currently in SAP, unused compensatory time for BTU-TSP unit members is capped at 80 hours per year, but hundreds of additional hours are being documented by departments outside of the payroll system.

This practice has created a potential financial burden for the District. The Union, in recognition of the comp time problem, has agreed to work with the District to resolve this issue by the end of the 2019-2020 fiscal year. We are currently working with Payroll and IT to program system functionalities to ensure departments' ability to track all compensatory time in the payroll system; therefore, effective immediately, the following changes will be implemented:

1. The accumulation and usage of compensatory time must comply with Board policy/contractual language, and must be monitored by management.
2. The 80-hour cap for the BTU-TSP unit will be lifted to align with the BTU-TSP Collective Bargaining Agreement.
3. By August 31, 2019, all compensatory time earned to date, including time not currently recorded in the payroll system, must be entered in SAP.
4. By June 30, 2020, BTU-TSP unit members must use all documented compensatory time earned prior to July 1, 2019.
5. Future accumulation of compensatory time must be approved strictly for work essential to maintain operational needs of the District, and utilized during the accrual year, when possible.
6. Accumulation balances must be no greater than 80 hours at the end of each fiscal year.

Compliance with this directive is critical, as it will greatly assist us in reducing the District's overall financial liability.

RWR/JMM/VSW/AS/DWD:yfo

EXHIBIT #4

Payroll, Overtime, and Overpayment Audit of the Third Quarter of 2025



SUBJECT: **ADDITIONAL ASSIGNMENTS**

GENERAL:

The purpose of this bulletin is to establish guidelines for when to use an additional assignment and establish set rates for all additional assignments. An additional assignment can be for an instructional or non-instructional employee. In order to understand how to select the correct additional assignment, it is imperative that the HR Action Processor be aware of the HR Enterprise Structure which can be found on the ERP/BRITE's website at http://web/erpdb/brite/onlinelibrary/reference_schedules/. This bulletin also includes guidelines on how to complete the ***Non-Instructional Additional Assignment Agreement Form*** *(Exhibit #2)* that is required for all non-instructional additional assignments.

Additional Assignment Description: refers to a different assignment other than the primary assignment and is performed at a different time than the employee's primary position (i.e. before or after hours). The employee may be performing duties that are different from that of their primary assignment or the same duties at a different location (i.e., facilities serviceperson performing duties of an activities bus driver). An employee may hold one or more additional assignments. An additional assignment should not be used to pay an employee for the same work at the same location. These hours should be reported on the primary position.

An additional assignment is created when a location submits an Additional Assignment iForm, the principal/director approves it and then it is processed in SAP, depending on the job class used, either upon approval of the principal or review by HRIS. A location must have an additional position in their organizational unit prior to submitting an Additional Assignment iForm.

Instructional Additional Assignment: given to an instructional employee for hours worked beyond their work day (i.e. tutoring, FCAT prep, etc.). These assignments should only be held by salaried instructional employees (Personnel Area IN01). These assignments require approval from your area business analyst, budget department or the grant manager, as appropriate. The ***Non-Instructional Additional Assignment Form*** **is not** used for **instructional** additional assignments, including substitute teachers.

Note: If the instructional employee is working an additional hour consistently, process a work schedule change (Change in Pay iForm) instead of processing an additional assignment.

Non-instructional Additional Assignment: is given to an employee for hours worked beyond their work day to work a different assignment other than their primary assignment or at a different location. Most types of employees can be considered for a non-instructional additional assignment. The ***Non-Instructional Additional Assignment Form*** must be completed for all non-instructional personnel regardless of the additional assignment and must be attached to the Additional Assignment iForm. The form does not apply to substitute employees nor does it apply to instructional employees (Personnel Area IN01) that work an instructional additional assignment. However, the form **will** need to be completed for instructional personnel that work any non-instructional additional assignments.

SUBJECT: **ADDITIONAL ASSIGNMENTS**

A. HOW TO DETERMINE WHEN TO CREATE AN ADDITIONAL ASSIGNMENT VS ENTERING TIME ON THE PRIMARY ASSIGNMENT

An Additional Assignment should be used for the following:

- Working at a different location than primary position
- Rate of pay is different from primary
- Grants (reporting purposes, easier tracking)
- Before/After School Child Care
- Facility Rental
- FCAT Camp
- Dual Access for Time Entry *(authorization only)*
- Summer School

Hours beyond regular work schedule should be paid on the primary assignment if:

- Cost distribution (coding) is the same.
- Cost distribution is different but does not fall into one of the above categories.
- Rate of pay is the same.

Please note that this is not a comprehensive list of when to use additional assignments or enter time on the primary assignment.

B. HOW PAY RATE FOR AN ADDITIONAL ASSIGNMENT IS DETERMINED

The procedure outlined in this bulletin applies to all benefits eligible employees (employee subgroups 01 or 02) that hold one or more additional assignments. For temporary or substitute employees (employee subgroups 03, 04, 05, 06), refer to the ***Temporary/Substitute Salary Schedule*** to determine the proper rate of pay. The ***Temporary/Substitute Salary Schedule*** can be found on the Employee Relations website at http://web/employeerelations/salary_sched.htm.

1. **Additional Assignment work is different than the primary position work and Personnel Areas (PA) are different:** If the work performed in an additional assignment is in a *different* PA than the primary assignment, then the entry-level hourly rate of the appropriate salary schedule applies to the additional assignment.

   EXAMPLE #1: An employee whose primary assignment is Guidance Counselor-High which is in PA **(IN01),** making $48.46939 that works an additional assignment as an Activities Bus Driver which is in PA **(FP06)** will be paid the entry-level hourly rate as indicated on the ***Temporary/Substitute Salary Schedule.***

Primary Assignment	Primary PA	Primary Hourly Rate	Additional Assignment	Add. Assign. PA	Add. Assign. Hourly Rate
Guidance Counselor-High	IN01	48.46939	Activities Bus Driver (FP06)	FP06	11.58

Pay Rate for Additional Assignment: $11.58

2. **Additional Assignment work is different than the primary position work and the PA are the same:** If there is an established salary schedule rate on the ***Temporary/Substitute Salary Schedule*** for the additional assignment, then the hourly rate of the additional assignment will be based on the established rate. If the work is similar to the primary position and in the same PA, then the employee will receive the primary rate; exception: after school care workers.

   EXAMPLE #2a: An employee whose primary assignment is a Certified Classroom Assistant, which is in PA **(PA01)** who is making $9.57068 or $12.84861 per hour that works an additional assignment as a Child Care Monitor II which is in PA **(PA01)** for after school child care, will be paid the established rate from the ***Temporary/Substitute Salary Schedule*** for the additional assignment.

Primary Assignment	Primary PA	Primary Hourly Rate	Additional Assignment	Add. Assign. PA	Add. Assign. Hourly Rate
Cert Classroom Assistant	PA01	9.57068	Child Care Monitor II (PA01)	PA01	10.00
Cert Classroom Assistant	PA01	12.84861	Child Care Monitor II (PA01)	PA01	10.00

Pay Rate for Additional Assignment: $10.00

   EXAMPLE #2b: An employee whose primary assignment is a Bookkeeper II (Elem & Mid) which is in PA **(CL02),** making $17.27735 per hour that works an additional assignment as a Temp Hrly Teacher Adult Gen GED **(IN02)** for an adult/technical/community school will be paid based on the established rate from the ***Temporary/Substitute Salary Schedule*** for this additional assignment.

Primary Assignment	Primary PA	Primary Hourly Rate	Additional Assignment	Add. Assign PA	Add. Assign. Hourly Rate
Bookkeeper II (Elem & Mid)	CL02	17.27735	Temp Hrly Teacher Adult Gen GED (IN02)	IN02	23.65000

Pay Rate for Additional Assignment: $23.65000

3. **Additional Assignment work is the same as the primary position and Personnel Areas (PA) are the same:** If the work performed in an additional assignment is classified under the *same* PA as the primary position and the work performed is the same then the hourly rate of the primary assignment applies to the additional assignment.

   EXAMPLE #3: An employee whose primary assignment is an Assistant Head Facilities Serviceperson which is in PA **(FP03)**, making $16.63192 per hour that works an additional assignment as an Addl Pos Custodial **(FP03)** for facility rental will be paid the hourly rate of their primary assignment on this additional assignment.

Primary Assignment	Primary PA	Primary Hourly Rate	Additional Assignment	Add. Assign PA	Add. Assign. Hourly Rate
Assistant Head Facilities Serviceperson	FP03	16.63192	Addl Pos Custodial – Facility Rental (FP03)	FP03	16.63192

C. SELECTING THE CORRECT ADDITIONAL ASSIGNMENT JOB CLASS AND PAY RATE USING THE ADDITIONAL ASSIGNMENT JOB CLASS/RATE SCHEDULE *(Exhibit #1)*

The hourly rate for the additional assignment will be populated by SAP or the approver; however, the location must know the hourly rate to indicate it on the Non-instructional Additional Assignment Agreement Form. The reference documents ***Selecting the Correct Additional Assignment Job Class and Pay Rate Using the Additional Assignment Job Class/Rate Schedule*** was created to assist the HR Action Processor in determining the appropriate job class and rate of pay for employees. This document can be found on the ERP website at http://web/erpdb/brite/onlinelibrary/reference_schedules/.

D. COMPLETING THE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT AGREEMENT FORM *(Exhibit #2)*

This form must be completed and signed by the employee and director/principal prior to the employee beginning the additional assignment. This form does not apply to temporary or substitute employees or instructional employees (Personnel Area IN01 or IN02) working an instructional additional assignment (IN01 or IN02). Instructional personnel working non-instructional additional assignments **will** need to complete this form. The Non-Instructional Additional Assignment Agreement form can be found on the ERP website at: http://www.broward.k12.fl.us/erpdb/brite/onlinelibrary/forms/ or on the District Documents & Forms web page at http://web/forms/formsoptions.htm.

1. **Employee Primary Assignment Information** – Print or Type
   To complete each section of the form, use PA20 and select the Basic Personal Data tab and then highlight Organizational Assignment (IT0001). Other data can be found under the Payroll tab by highlighting Basic Pay (IT0008).

   a. Personnel # - Employee identification number assigned by SAP to the employee who will be performing the additional assignment.

   b. Last Name/First Name – The employee's name as it appears in SAP.

   c. Primary Position #/ Primary Position Title – The 8-digit number beginning with "8" that identifies the employee's primary position and the title of the primary position of the employee who will be performing the additional assignment.

   d. Personnel Area – The 4-character code that represents the bargaining unit and is considered an attribute of the position; i.e., PA01, CL02, etc. Enter the 4 digit code that appears on organizational assignment infotype (IT0001) under the Enterprise Structure section.

e. Exempt/Non-Exempt Checkbox – Check the appropriate box, based on the organizational assignment in SAP. Enter the 1-character code that appears on the organizational assignment infotype (IT0001) under the Organizational Plan section.

   i. Exempt (E) status means the employee **is not** entitled to overtime.

   ii. Non-Exempt (N) status means the employee **is** entitled to overtime at the rate of one-and-one half (1.5) times the regular hourly rate of pay if they work more than 40 hours per week (primary position plus additional assignment hours).

f. Org Unit/Location Name – The 8-digit organizational unit number beginning with "6" and the name of the primary location of the employee who will be performing the additional assignment.

g. Hourly Rate – The rate of pay the employee is paid based on the primary assignment. Enter the rate that is above the All Days Paid Rate which appears on the Basic Pay (0008) infotype. This rate is the total of all the wage types. **Do not use the All Days Paid Rate**.

2. **Assignment Information** – Print or Type

a. Org Unit/Location Name – The 8-digit organizational unit number and the name of the location of the additional assignment.

b. Addl Position #/Additional Position Title - The 8-digit number beginning with "8" that identifies the additional position and the title of the additional position the employee will be performing.

c. Job CL# - The 6-digit number found on the Additional Assignment Job Class/Rate Schedule on the ERP/BRITE website at http://www.broward.k12.fl.us/erpdb/brite/onlinelibrary/reference_schedules/

d. Personnel Area – The 4-character code that represents the bargaining unit and is considered an attribute of the position. Use the PA on the Additional Assignment Job Class/Rate Schedule *(Exhibit #1)*

e. Personnel Area Comparison – Compare the Personnel Area of the Employee Primary Assignment Information section of the form to the Personnel Area of the Assignment Information section of the form. If they match, check Yes. If they do not match, check No.

f. Estimated Start Date/End Date – The anticipated start and end dates for this additional assignment. The start date cannot be prior to the employment date.

g. Estimated Total Hours – The estimated hours for this additional assignment based on available funding to cover the costs of this assignment.

3. **Hourly Rate of Additional Assignment** - Print or Type

   a. Hourly Rate – Enter the rate listed on the Additional Assignment Job Class/Rate Schedule. If PR is listed, enter the employee's Primary Hourly Rate (same rate listed in the Employee's Primary Assignment Information section of the Agreement form).

   b. Overtime Rate – If the Non-Exempt box in the Employee Primary Assignment Information section is checked, enter one-and-one half (1.5) times the hourly rate amount. Indicate n/a in this field if the Exempt box is checked. (Example: Hourly Rate is $10.00; Overtime Rate is $15.00)

      NOTE: Non-Exempt employees will be paid the overtime rate for the additional assignment which generated the overtime hours when all hours worked for SBBC (both primary assignment and any additional assignment hours) exceed 40 hours for the work week. The work week for SBBC begins on Monday and ends on Sunday. For further information regarding overtime calculations refer to Business Practice Bulletin PR-100, Payroll and Time Entry.

4. **Signatures**

   a. Employee Name/Signature/Date – Employee who will be performing the additional assignment should print name, then sign and date the form. Employee's signature confirms agreement to perform the work at the associated pay rate of the additional assignment.

   b. Principal/Director Name/Signature/Date – The principal/director who owns the additional assignment should print name, then sign and date the form.

E. PROCESSING THE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT AGREEMENT FORM

1. Once the agreement form has been signed by all parties, the HR Action Processor at the location that owns the additional position must create an Additional Assignment iForm for the employee performing the additional assignment.

2. The HR Action Processor must follow the directions outlined in the work instructions for creating an Additional Assignment iForm which can be found in the HR Action Processor Training Manual. The ***Non-Instructional Additional Assignment Agreement Form*** must be attached to the iForm in order to be processed.

3. The Additional Assignment iForm will be routed via workflow to the Principal/Director for approval. Once approved, the iForm will either update the system or be routed to the appropriate department (i.e., Staffing or HRIS) for further review. Upon final review, the system will update the employee's record with the additional assignment at the appropriate rate of pay.

F. RECORDKEEPING AND RESPONSIBLITIES

1. The ***Non-Instructional Additional Assignment Agreement Form*** **must** be attached when submitting an Additional Assignment iForm for non-instructional additional positions.

2. The location to which the additional assignment belongs is responsible for maintaining applicable time recording documentation to support hours worked in the additional assignment(s) for each pay period.

   NOTE: Refer to Business Practice Bulletin PR-100 Payroll and Time Entry for the approval process for hours worked and record keeping requirements.

3. The location to which the additional assignment belongs is responsible for entering all hours reported on the position.

4. The location to which the additional assignment belongs is responsible for maintaining records of the signed ***Non-Instructional Additional Assignment Agreement Form.***

5. Employee performing the additional assignment(s) should keep a copy of the ***Non-Instructional Additional Assignment Agreement Form*** for their records.

DEFINITIONS

Primary Assignment - refers to the regularly scheduled assignment for which the employee works the majority of his/her workweek. This assignment is on the organizational assignment (0001) infotype.

Organizational Assignment (0001) – an infotype in SAP that contains employee information such as the position number and title, personnel area, personnel subarea (calendar), payroll area, exempt/nonexempt status, organizational unit number and name, default cost assignment, job number and title.

Additional Assignment - refers to a different assignment other than the primary assignment and may be utilized as needed. An employee may hold one or more additional assignments. The additional assignments are stored on infotype 0554.

Additional Position - refers to specific position that SBBC has identified to be used when an additional assignment is created and may be utilized as needed. An employee may hold one or more additional positions.

Fair Labor Standards Act (FLSA) - federal law that establishes minimum wage, overtime pay, record keeping, and child labor standards affecting full-time and part-time workers.

SUBJECT: **ADDITIONAL ASSIGNMENTS**

Personnel Area (PA) **-** refers to SAP 4-character code used for personnel administration to identify the type of employee – instructional, clerical, administrator, etc. This is also considered an attribute of the position.

Personnel SubArea (PSA) **-** refers to SAP 4-digit code used for personnel administration to identify an employee's work calendar – 196, 216A, 241/42 day, etc. This is also considered an attribute of the position.

Employee Group (EG) – refers to SAP 1-digit code used to identify the status of employees by categories – 1-Active FT, 2-Active PT, 3-Inactive, 4-Withdrawn, 8-Nonemployee. This is also considered an attribute of the position.

Employee Subgroup (ESG) – refers to SAP 2-digit code used to identify employees eligible for benefits and by categories – 01-Salaried (w/bnfts), 02-Hourly (w/bnfts), 03-Temporary, etc. This is also considered an attribute of the position.

Exempt Employee – refers to SAP 1- character code used to identify employees with an exempt status – "E" means the employee **is not** entitled to overtime. This is also considered an attribute of the job.

Non-Exempt Employee – refers to SAP 1- character code used to identify employees with a non-exempt status – "N" means the employee **is** entitled to overtime at the rate of one-and-one half (1.5) times the regular hourly rate of pay as required by FLSA. This is also considered an attribute of the job.

Overtime – Hours that are physically worked for SBBC (both primary assignment and any additional assignment hours) that exceeds 40 hours for the work week. The work week for SBBC begins on Monday and ends on Sunday. For further information regarding overtime calculations refer to Business Practice Bulletin PR-100, Payroll and Time Entry.

APPROVED BY ELT _____
James F. Notter 06/10/2011

BRITE

SELECTING THE CORRECT ADDITIONAL ASSIGNMENT JOB CLASS AND PAY RATE USING THE ADDITIONAL ASSIGNMENT JOB CLASS/RATE SCHEDULE

1. In order to select the correct additional assignment job class and pay rate, you will need:
   - A current copy of your location's staffing report
   - The Additional Assignment Job Class/Rate Schedule
   - The primary Personnel Area (PA) of the employee who will be working the additional assignment. (**NOTE:** To find an employee's personnel area use PA20 and select Organizational Assignment [0001] under Basic Personal Data tab to view the 4-digit code; i.e., PA01, CL02, etc.)

2. The Additional Assignment Job Class/Rate Schedule should be used to determine the correct job class and to indicate the rate of pay to use for employees that will be working an additional assignment(s). There are three types of additional positions and which type to select depends on the Personnel Area (PA) of the additional position, the type of work being performed and how that compares to the PA on the primary assignment.
   - **Type A** - additional positions pertain to all employees, regardless of the PA on their primary assignment.
   - **Type B** - additional positions should be selected only if the PA of the additional position is the same as the PA on the employee's primary assignment and the work being performed is the same as the primary.
   - **Type C** - additional positions should only be selected if the PA of the additional position is different than the PA on the employee's primary assignment. *See Figure 1 below for assistance in selecting the correct additional position.*

3. Once you have determined which job class should be used on the additional assignment, review your staffing report to verify that a position which contains the identified job class is available at your location. If you do not find a position on your staffing report, you will need to submit a Position Request – Create form. The position must be created before you can continue.

   a. Using the Additional Assignment Job Class/Rate Schedule, find the additional position that best matches work that will be performed by the employee.

   b. If the Job CL selected is listed as Type A on the schedule, this is the Job CL and rate that will be assigned to the employee working the assignment.

   c. If the Job CL selected is listed as either Type B or C, compare the PA of the additional position found on the schedule to the PA on the employee's primary assignment.

   d. If the Job CL selected is listed as Type B and the PA on the additional assignment and the PA on the employee's primary assignment are the same then this is the Job CL and rate that will be assigned to the employee working the assignment. If the PA's are different, you need to review the schedule again and find a Job CL identified as Type C.

   e. If the Job CL selected is listed as Type C and the PA on the additional assignment is different than the PA on the employee's primary assignment then this is the Job CL and rate that will be assigned to the employee working the assignment. If the PA's are the same, you need to review the schedule again and find a Job CL identified as Type B.

FlowChart

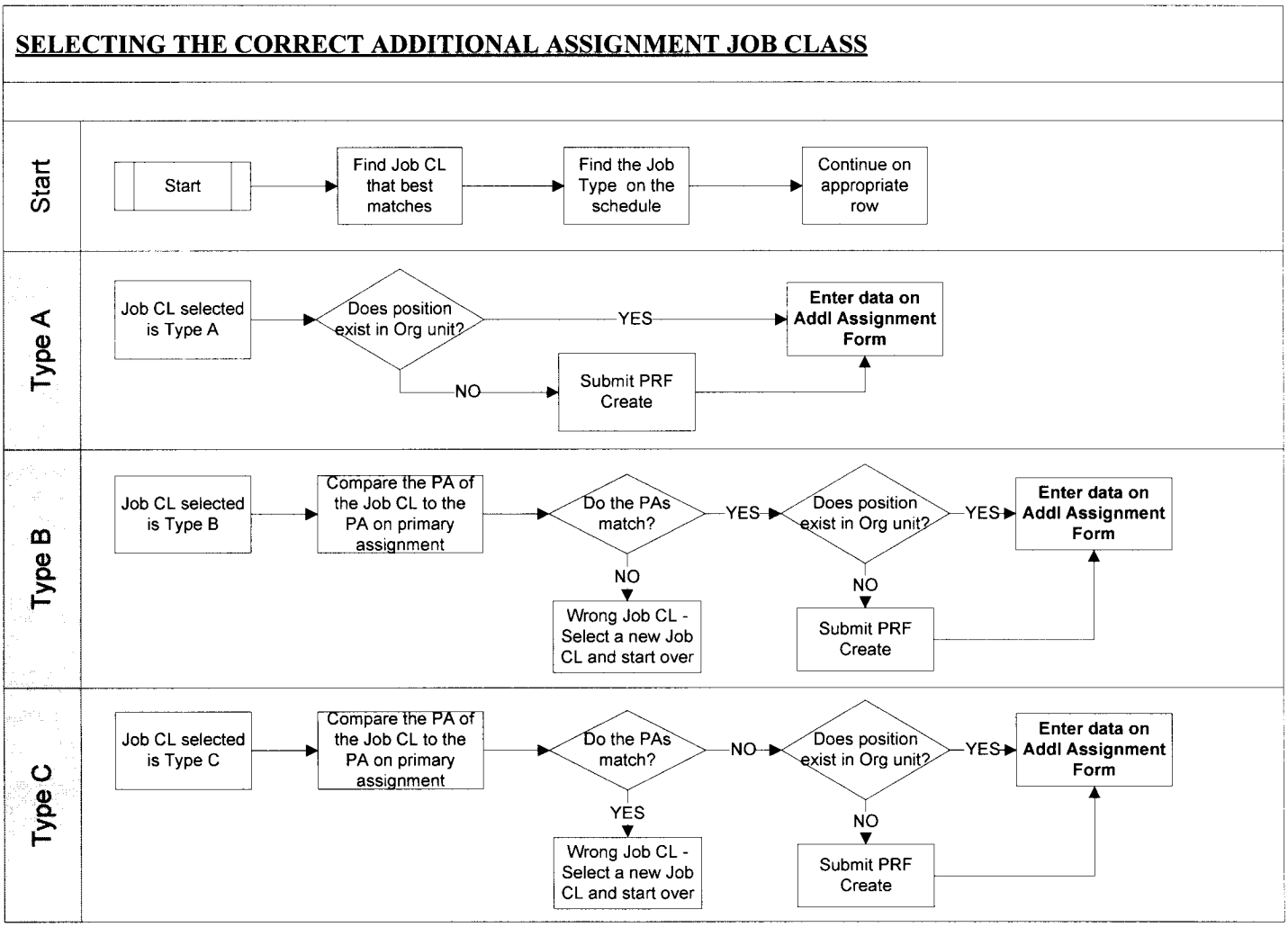


Figure 1

Additional Assignment Job Class/Rate Schedule

Job ID	Job CL	Additional Assignment Job Title	Type	PA	PSA	EG	ESG	*Rate	**Rate	***Rate
11501003	501003	ADDL POS ADMIN (NONUNION)	B	AD01	0054	2	03	PR	N/A	N/A
11501004	501004	ADDL POS ADMIN (UNION)	B	AD02	0054	2	03	PR	N/A	N/A
11501006	501006	ADDL POS ADMIN (UNION) SUMMER	B	AD02	0054	2	03	PR	N/A	N/A
18650895	650895	ADDL POS SCHOOL NURSE SUMMER	B	AD02	0054	2	03	PR	N/A	N/A
11501012	501012	ADDL POS SCH ADMIN (ELM,MID,ESE) SUMMER	B	AD03	0054	2	03	PR	N/A	N/A
11501013	501013	ADDL POS SCH ADMIN (HIGH) SUMMER	B	AD03	0054	2	03	PR	N/A	N/A
11501014	501014	ADDL POS SCH ADMIN (ELM,MID,ESE)	B	AD03	0054	2	03	PR	N/A	N/A
11501015	501015	ADDL POS SCH ADMIN (HIGH)	B	AD03	0054	2	03	PR	N/A	N/A
18550892	550892	ADDL POS SPECIAL INVESTIGATOR	B	AD04	0054	2	03	PR	N/A	N/A
18760220	760220	ADDL POS CONFIDENTIAL SUMMER	B	CL01	0054	2	03	PR	N/A	N/A
18760230	760230	ADDL POS CONFIDENTIAL	B	CL01	0054	2	03	PR	N/A	N/A
18760231	760231	ADDL POS CONFIDENTIAL (CL01) DIFF PA	C	CL01	0054	2	03	14.45	N/A	N/A
18760233	760233	ADDL POS CLERICAL	B	CL02	0054	2	03	PR	N/A	N/A
18760235	760235	ADDL POS CLERICAL SUMMER	B	CL02	0054	2	03	PR	N/A	N/A
18760236	760236	ADDL POS CLERICAL (CL02) DIFF PA	C	CL02	0054	2	03	12.14	N/A	N/A
18480400	480400	ADDL POS CAMPUS MONITOR SUMMER	B	FP01	0054	2	03	PR	N/A	N/A
18480500	480500	ADDL POS CAMPUS MONITOR	B	FP01	0054	2	03	PR	N/A	N/A
18480501	480501	ADDL POS CAMPUS MONITOR (FP01) DIFF PA	C	FP01	0054	2	03	11.74	N/A	N/A
18310902	310902	CONSOLE VIEWER 2ND SHIFT	B	FP02	0054	2	03	0.75	N/A	N/A
18480911	480911	ADDL POS SECURITY SPECIALIST	B	FP02	0054	2	03	PR	N/A	N/A
18480912	480912	ADDL POS SECURITY SPECIALIST SUMMER	B	FP02	0054	2	03	PR	N/A	N/A
18480914	480914	ADDL POS SECURITY SPEC (FP02) DIFF PA	C	FP02	0054	2	03	24.14	N/A	N/A
18320501	320501	ADDL POS FAC SERVICEPERSON AIDE	B	FP03	0054	2	03	PR	N/A	N/A
18760923	760923	ADDL POS CUSTODIAL	B	FP03	0054	2	03	PR	N/A	N/A
18760921	760921	ADDL POS FAC SERV (FP03) DIFF PA	C	FP03	0054	2	03	11.23	N/A	N/A
18760924	760924	ADDL POS MAINTENANCE	B	FP04	0054	2	03	PR	N/A	N/A
18760926	760926	ADDL POS MAINTENANCE (FP04) DIFF PA	C	FP04	0054	2	03	14.19	N/A	N/A
18150513	150513	ADDL POS TRANS TRAINER SUMMER	B	FP06	0054	2	03	PR	N/A	N/A
18150514	150514	ADDL POS TRANS SPECIALIST SUMMER	B	FP06	0054	2	03	PR	N/A	N/A
18150521	150521	ADDL POS BUS OPERATOR SUMMER	B	FP06	0054	2	03	PR	N/A	N/A
18150527	150527	ADDL POS RELIEF BUS OPERATOR SUMMER	B	FP06	0054	2	03	PR	N/A	N/A
18150531	150531	ADDL POS BUS OPERATOR-DISPATCHER SUMMER	B	FP06	0054	2	03	PR	N/A	N/A
18150600	150600	ADDL POS BUS OPERATOR-TRIPS	B	FP06	0054	2	03	PR	N/A	N/A
18741012	741012	ACTIVITIES BUS DRIVER	B	FP06	0054	2	03	PR	N/A	N/A
18741013	741013	ACTIVITIES BUS DRIVER (FP06) DIFF PA	C	FP06	0054	2	03	11.58	N/A	N/A
18180058	180058	ADDL POS BUS ATTENDANT-TRIPS SUMMER	B	FP07	0054	2	03	PR	N/A	N/A
18180059	180059	ADDL POS BUS ATTENDANT SUMMER	B	FP07	0054	2	03	PR	N/A	N/A
18180061	180061	ADDL POS BUS ATTENDANT-TRIPS	B	FP07	0054	2	03	PR	N/A	N/A
18150602	150602	ADDL POS BUS ATTENDENT (FP07) DIFF PA	C	FP07	0054	2	03	9.79	N/A	N/A
18450635	450635	ADDL POS FOOD SVC WORKER	B	FS01	0054	2	03	PR	N/A	N/A
18450636	450636	ADDL POS FOOD SERVICE SUMMER	B	FS01	0054	2	03	PR	N/A	N/A
18450638	450638	ADDL POS FOOD SVC WORKER (FS01) DIFF PA	C	FS01	0054	2	03	9.79	N/A	N/A
13300600	300600	ADDL POS COUNSELOR SUMMER	B	IN01	0054	2	03	PR	N/A	N/A
13600910	600910	ADDL POS MEDIA SPECIALIST SUMMER	B	IN01	0054	2	03	PR	N/A	N/A
12901001	901001	ADDL POS TCHR EXTENDED DAY (STUDENT)	B	IN01	0054	2	03	PR	N/A	N/A
13901002	901002	ADDL POS TCHR (NONSTUDENT)	B	IN01	0054	2	03	PR	N/A	N/A
13901004	901004	ADDL POS TCHR (NONSTUDENT) SUMMER	B	IN01	0054	2	03	PR	N/A	N/A
12901006	901006	ADDL POS TCHR SUMMER	B	IN01	0054	2	03	PR	N/A	N/A
12901007	901007	ADDL POS TCHR (STUDENT) SUMMER	B	IN01	0054	2	03	PR	N/A	N/A
12901035	901035	ADDL POS TCHR TUTORIAL CONT	B	IN01	0054	2	03	PR	N/A	N/A
14901075	901075	ADDL POS TCHR PLAN TIME SUB	B	IN01	0054	2	06	25.00	N/A	N/A
12901076	901076	ADDL POS TCHR ADDL STUDENT COVERAGE	B	IN01	0054	2	03	25.00	N/A	N/A
13970120	970120	ADDL POS ESE SPECIALIST SUMMER	B	IN01	0054	2	03	PR	N/A	N/A
13302000	302000	HRLY COUNSELOR ADULT/VOC	A	IN02	0054	2	04	14.55	23.65	25.85
13602006	602006	HRLY MEDIA SPEC ADULT/VOC	A	IN02	0054	2	03	14.55	23.65	25.85
12902005	902005	HRLY TEACHER FEE SUPPORT	A	IN02	0054	2	04	14.55	23.65	25.85
12902255	902255	HRLY TEACHER AMANDA PARENTING	A	IN02	0054	2	04	14.55	23.65	25.85
12902341	902341	HRLY TEACHER CWE	A	IN02	0054	2	04	14.55	23.65	25.85

6/6/2011

Additional Assignment Job Class/Rate Schedule

Exhibit #1

Job ID	Job CL	Additional Assignment Job Title	Type	PA	PSA	EG	ESG	*Rate	**Rate	***Rate
12902351	902351	HRLY TEACHER ADULT VOC AGRI & NAT RES	A	IN02	0054	2	04	14.55	23.65	25.85
12902352	902352	HRLY TEACHER ADULT VOC BUSINESS ED	A	IN02	0054	2	04	14.55	23.65	25.85
12902353	902353	HRLY TEACHER ADULT VOC FAM & CONS SCI	A	IN02	0054	2	04	14.55	23.65	25.85
12902354	902354	HRLY TEACHER ADULT VOC HEALTH SCIENCE	A	IN02	0054	2	04	14.55	23.65	25.85
12902355	902355	HRLY TEACHER ADULT VOC INDUSTRIAL	A	IN02	0054	2	04	14.55	23.65	25.85
12902356	902356	HRLY TEACHER ADULT VOC MARKETING	A	IN02	0054	2	04	14.55	23.65	25.85
12902357	902357	HRLY TEACHER ADULT VOC PUBLIC SERV	A	IN02	0054	2	04	14.55	23.65	25.85
12902359	902359	HRLY TEACHER ADULT VOC OTHER CTE	A	IN02	0054	2	04	14.55	23.65	25.85
12902364	902364	HRLY TEACHER ADULT ATD HEALTH SCIENCE	A	IN02	0054	2	04	14.55	23.65	25.85
12902371	902371	HRLY TEACHER ADULT APPRENTICESHIP RTI	A	IN02	0054	2	04	14.55	23.65	25.85
12902372	902372	HRLY TEACHER ADULT APPRENTICESHIP OTJ	A	IN02	0054	2	04	14.55	23.65	25.85
12902375	902375	HRLY TEACHER APPRENTICESHIP VE	A	IN02	0054	2	04	14.55	23.65	25.85
12902401	902401	HRLY TEACHER ADULT GEN ABE	A	IN02	0054	2	04	14.55	23.65	25.85
12902402	902402	HRLY TEACHER ADULT GEN ADULT SEC	A	IN02	0054	2	04	14.55	23.65	25.85
12902403	902403	HRLY TEACHER ADULT GEN GED	A	IN02	0054	2	04	14.55	23.65	25.85
12902404	902404	HRLY TEACHER ADULT GEN ESOL	A	IN02	0054	2	04	14.55	23.65	25.85
12902405	902405	HRLY TEACHER ADULT GEN VPI	A	IN02	0054	2	04	14.55	23.65	25.85
12902409	902409	HRLY TEACHER ADULT GEN OTHER AGE	A	IN02	0054	2	04	14.55	23.65	25.85
13982002	982002	HRLY TEACHER ADULT VOC SP ASSIGN	A	IN02	0054	2	04	14.55	23.65	25.85
13XXXXXX	XXXXXX	GED EXAMINER	A	IN02	0054	2	03	14.55	23.65	23.65
16901050	901050	PT SCHOOL AGE CHILD CARE SUPVERVISOR	A	PA01	0054	2	03	20.72	N/A	N/A
16901051	901051	CERT CHILD CARE MONITOR	A	PA01	0054	2	03	12.00	N/A	N/A
16901052	901052	INSTR PROGRAM ACTIVITY COORDINATOR	A	PA01	0054	2	03	18.00	N/A	N/A
16901054	901054	CHILD CARE MONITOR II	A	PA01	0054	2	03	10.00	N/A	N/A
16910005	910005	CHILD CARE MONITOR I	A	PA01	0054	2	3	8.00	N/A	N/A
16XXXXXX	XXXXXX	GED PROCTOR	A	PA01	0054	2	03	8.50	N/A	N/A
16741009	741009	ADDL POS UNIQUE BUS AIDE	B	PA01	0054	2	03	PR	N/A	N/A
15910002	910002	ADDL POS CLASSROOM ASST SUMMER	B	PA01	0054	2	03	PR	N/A	N/A
15910003	910003	ADDL POS CLASSROOM ASST	B	PA01	0054	2	03	PR	N/A	N/A
15910015	910015	BUS AIDE-SPECIAL NEEDS STUDENT SUPPORT	B	PA01	0054	2	03	10.00	N/A	N/A
15910008	910008	ADDL POS CLASSROOM ASST (PA01) DIFF PA	C	PA01	0054	2	03	9.39	N/A	N/A
16741009	741009	ADDL POS UNIQUE BUS AIDE	B	PA02	0054	2	03	PR	N/A	N/A
15930001	930001	ADDL POS TCHR ASSISTANT	B	PA02	0054	2	03	PR	N/A	N/A
15930002	930002	ADDL POS TCHR ASST SUMMER	B	PA02	0054	2	03	PR	N/A	N/A
16930004	930004	ADDL POS TEACHER ASST (PA02) DIFF PA	C	PA02	0054	2	03	10.84	N/A	N/A
13540101	540101	ADDL POS BRACE ADVISOR	B	PA03	0054	2	03	PR	N/A	N/A
13540102	540102	ADDL POS BRACE ADVISOR SUMMER	B	PA03	0054	2	03	PR	N/A	N/A
16741009	741009	ADDL POS UNIQUE BUS AIDE	B	PA03	0054	2	03	PR	N/A	N/A
16760100	760100	ADDL POS COMMUNITY LIAISON SUMMER	B	PA03	0054	2	03	PR	N/A	N/A
16831001	831001	ADDL POS COMMUNITY LIAISON	B	PA03	0054	2	03	PR	N/A	N/A
16833002	833002	ADDL POS PARENT EDUCATOR SUMMER	B	PA03	0054	2	03	PR	N/A	N/A
16833004	833004	ADDL POS BEHAVIORAL TECHNICIAN	B	PA03	0054	2	03	PR	N/A	N/A
16833005	833005	ADDL POS BEHAVIORAL TECHNICIAN SUMMER	B	PA03	0054	2	03	PR	N/A	N/A
15923000	923000	ADDL POS JOB COACH SUMMER	B	PA03	0054	2	03	PR	N/A	N/A

The hourly rate of the certain additional assignments will vary depending on the employee's professional development. Contact the appropriate staffing department for assistance in selecting the correct rate on additional assignments that have multiple rates listed.

*Rate - Non-certified OR Certified out-of-field
**Rate - Bachelor's Degree OR Non-degreed Vocational with in-Field Certification
***Rate - Master's Degree (or higher) with Certificate OR Advanced Vocational Certificate

PR - The rate of pay on the additional assignment will be same as the the hourly rate on employee's primary assignment.

Type A - Additional Assignment pertains to all employees regardless of PA
Type B - Additional Assignment PA is the same as the Primary Assignment PA
Type C - Additional Assignment PA is the different from the Primary Assignment PA

6/7/2011

The School Board of Broward County, FL **EXHIBIT #2**

Non-Instructional Additional Assignment Agreement Form

This form is the initiating document to approve a non-instructional additional assignment for all permanent employees. This form does not apply to temporary or substitute employees or instructional employees (Personnel Area IN01 or IN02) working an instructional additional assignment (IN01 or IN02). Instructional personnel working non-instructional additional assignments will need to complete the form.

Employee Primary Assignment Information

Information in this Section can be obtained using SAP transaction PA20 by selecting Organizational Assignment (0001) and Basic Pay (0008).

Personnel # | Last Name | First Name

Primary Pos# | Primary Position Title | Personnel Area | ☐ Exempt ☐ Non-Exempt Exempt Status

Org Unit | Location Name | Hourly Rate

Assignment Information

The location that the additional position belongs to is responsible for the payroll processing of all hours recorded on the position.

Org Unit | Location Name

Addl Pos# | Additional Position Title | Job Class # | Personnel Area

Personnel Area Comparison: Does the Personnel Area in the Employee Information Section of the form match the Personnel Area in the Additional Position Description Section of this form? ☐ Yes ☐ No

If yes, then the additional assignment job class must be type A or B from the Addl Assignment Job Class/Rate Schedule list.
If no, then the additional assignment job class must be Type A or C from the Addl Assignment Job Class/Rate Schedule list.

List dates and total number of hours that are anticipated with the additional position. The dates and hours agreed to on this form are to be used only as an estimation and can be changed at any time based upon, but not limited to, a change in funding available to cover costs of the assignment or a change in the dates and hours necessary to complete the project.

Start Date | End Date | Estimated Tot Hrs

Hourly Rate of Additional Assignment

Enter the rate that is listed on the Addl Assignment Job Class/Rate Schedule. If PR is listed, then enter the hourly rate of the employee's primary assignment. If, for whatever reason, it is determined that the hourly rate agreed upon on this form was calculated incorrectly or the hourly rate on the employee's primary assignment changes, the hourly rate on this agreement will be recalculated and corrected based on the guidelines outlined in the Additional Assignments Business Practice Bulletin.

Hourly Rate | *Overtime Rate

*If the Non-Exempt box in the Employee Primary Assignment Information box is checked then enter one and one half times (1.5) the Hourly Rate amount, leave this field blank if the Exempt box is checked. The overtime rate will be paid for non-exempt employees when all combined hours worked, primary assignment and any other additional assignments, for SBBC during the work week exceed 40 hours. The workweek for SBBC begins on Monday and ends on Sunday.

Signatures

Employee Name | Employee Signature | Date

Principal/Director Name | Principal/Director Signature | Date

EXHIBIT #5

Payroll, Overtime, and Overpayment Audit of the Third Quarter of 2025



SUPPLEMENTS

ALL VACANCIES IN SUPPLEMENTAL POSITIONS SHALL BE ADVERTISED FIRST WITHIN THE SCHOOL AND THEN IF NOT FILLED IN THE SCHOOL, SHALL BE ADVERTISED IN ALL SCHOOLS AND DEPARTMENTS. SCHOOL EMPLOYEES SHALL BE LIMITED TO TWO (2) SUPPLEMENTS PERFORMED DURING THE SCHOOL DAY, AND ANY ADDITIONAL SUPPLEMENTS WOULD REQUIRE A WAIVER.

AUTHORITY: F.S. 230.22 (1) (2)
POLICY ADOPTED: 12/15/77
POLICY AMENDED: 3/15/79 ; 12/17/81 AMENDED POLICY APPROVED: 4/5/84

RULES

1. Recommendations for supplemental positions should be presented to the Board for approval prior to the date the supplemental position begins.

2. No person shall receive more than one supplement for duties performed simultaneously with the duties for which another supplement is paid, i.e., an employee cannot receive pay for two supplements for the same hour(s) of work.

3. It shall be the responsibility of each principal/administrator to ensure compliance with job descriptions designated for specific supplements.

4. It shall be the responsibility of each principal/administrator to monitor this policy at his/her school location.

AUTHORITY: F.S. 230.22 (1) (2)
POLICY ADOPTED: 12/15/77
POLICY AMENDED: 3/15/79 ; 12/17/81 AMENDED POLICY APPROVED: 4/5/84

EXHIBIT #6

Payroll, Overtime, and Overpayment Audit of the Third Quarter of 2025



Combined AA/BB Payroll Calendar 2024-2025

Month	Period	Payroll Area	Period Begin		Period End		Time Entry/Approval Deadline		Time Evaluation Payroll Run		Pay Date	
July	14	AA	Mon	06/17/24	Sun	06/30/24	Sat	06/29/24	Mon	07/01/24	Fri	07/05/24
July	14	BB	Mon	06/24/24	Sun	07/07/24	Sat	07/06/24	Mon	07/08/24	Fri	07/12/24
July	15	AA	Mon	07/01/24	Sun	07/14/24	Sat	07/13/24	Mon	07/15/24	Fri	07/19/24
July	15	BB	Mon	07/08/24	Sun	07/21/24	Sat	07/20/24	Mon	07/22/24	Fri	07/26/24
August	16	AA	Mon	07/15/24	Sun	07/28/24	Sat	07/27/24	Mon	07/29/24	Fri	08/02/24
August	16	BB	Mon	07/22/24	Sun	08/04/24	Sat	08/03/24	Mon	08/05/24	Fri	08/09/24
August	17	AA	Mon	07/29/24	Sun	08/11/24	Sat	08/10/24	Mon	08/12/24	Fri	08/16/24
August	17	BB	Mon	08/05/24	Sun	08/18/24	Sat	08/17/24	Mon	08/19/24	Fri	08/23/24
August	18	AA	Mon	08/12/24	Sun	08/25/24	Sat	08/24/24	Mon	08/26/24	Fri	08/30/24
September	18	BB	Mon	08/19/24	Sun	09/01/24	Sat	08/31/24	Tue	09/03/24	Fri	09/06/24
September	19	AA	Mon	08/26/24	Sun	09/08/24	Sat	09/07/24	Mon	09/09/24	Fri	09/13/24
September	19	BB	Mon	09/02/24	Sun	09/15/24	Sat	09/14/24	Mon	09/16/24	Fri	09/20/24
September	20	AA	Mon	09/09/24	Sun	09/22/24	Sat	09/21/24	Mon	09/23/24	Fri	09/27/24
October	20	BB	Mon	09/16/24	Sun	09/29/24	Sat	09/28/24	Mon	09/30/24	Fri	10/04/24
October	21	AA	Mon	09/23/24	Sun	10/06/24	Sat	10/05/24	Mon	10/07/24	Fri	10/11/24
October	21	BB	Mon	09/30/24	Sun	10/13/24	Sat	10/12/24	Mon	10/14/24	Fri	10/18/24
October	22	AA	Mon	10/07/24	Sun	10/20/24	Sat	10/19/24	Mon	10/21/24	Fri	10/25/24
November	22	BB	Mon	10/14/24	Sun	10/27/24	Sat	10/26/24	Mon	10/28/24	Fri	11/01/24
November	23	AA	Mon	10/21/24	Sun	11/03/24	Sat	11/02/24	Mon	11/04/24	Fri	11/08/24
November	23	BB	Mon	10/28/24	Sun	11/10/24	Sat	11/09/24	Tue	11/12/24	Fri	11/15/24
November	24	AA	Mon	11/04/24	Sun	11/17/24	Sat	11/16/24	Mon	11/18/24	Fri	11/22/24
November	24	BB	Mon	11/11/24	Sun	11/24/24	Sat	11/23/24	Mon	11/25/24	Fri	11/29/24
December	25	AA	Mon	11/18/24	Sun	12/01/24	Sat	11/30/24	Mon	12/02/24	Fri	12/06/24
December	25	BB	Mon	11/25/24	Sun	12/08/24	Sat	12/07/24	Mon	12/09/24	Fri	12/13/24
December	26	AA	Mon	12/02/24	Sun	12/15/24	Wed	12/11/24	Thu	12/12/24	Fri	12/20/24
December	26	BB	Mon	12/09/24	Sun	12/22/24	Sat	12/14/24	Mon	12/16/24	Fri	12/27/24
January	1	AA	Mon	12/16/24	Sun	12/29/24	Tue	12/17/24	Wed	12/18/24	Fri	01/03/25
January	1	BB	Mon	12/23/24	Sun	01/05/25	Sat	01/04/25	Mon	01/06/25	Fri	01/10/25
January	2	AA	Mon	12/30/24	Sun	01/12/25	Sat	01/11/25	Mon	01/13/25	Fri	01/17/25
January	2	BB	Mon	01/06/25	Sun	01/19/25	Sat	01/18/25	Tue	01/21/25	Fri	01/24/25
January	3	AA	Mon	01/13/25	Sun	01/26/25	Sat	01/25/25	Mon	01/27/25	Fri	01/31/25
February	3	BB	Mon	01/20/25	Sun	02/02/25	Sat	02/01/25	Mon	02/03/25	Fri	02/07/25
February	4	AA	Mon	01/27/25	Sun	02/09/25	Sat	02/08/25	Mon	02/10/25	Fri	02/14/25
February	4	BB	Mon	02/03/25	Sun	02/16/25	Sat	02/15/25	Tue	02/18/25	Fri	02/21/25
February	5	AA	Mon	02/10/25	Sun	02/23/25	Sat	02/22/25	Mon	02/24/25	Fri	02/28/25
March	5	BB	Mon	02/17/25	Sun	03/02/25	Sat	03/01/25	Mon	03/03/25	Fri	03/07/25
March	6	AA	Mon	02/24/25	Sun	03/09/25	Sat	03/08/25	Mon	03/10/25	Fri	03/14/25
March	6	BB	Mon	03/03/25	Sun	03/16/25	Sat	03/15/25	Mon	03/17/25	Fri	03/21/25
March	7	AA	Mon	03/10/25	Sun	03/23/25	Sat	03/22/25	Mon	03/24/25	Fri	03/28/25
April	7	BB	Mon	03/17/25	Sun	03/30/25	Sat	03/29/25	Mon	03/31/25	Fri	04/04/25
April	8	AA	Mon	03/24/25	Sun	04/06/25	Sat	04/05/25	Mon	04/07/25	Fri	04/11/25
April	8	BB	Mon	03/31/25	Sun	04/13/25	Sat	04/12/25	Mon	04/14/25	Fri	04/18/25
April	9	AA	Mon	04/07/25	Sun	04/20/25	Sat	04/19/25	Mon	04/21/25	Fri	04/25/25
May	9	BB	Mon	04/14/25	Sun	04/27/25	Sat	04/26/25	Mon	04/28/25	Fri	05/02/25
May	10	AA	Mon	04/21/25	Sun	05/04/25	Sat	05/03/25	Mon	05/05/25	Fri	05/09/25
May	10	BB	Mon	04/28/25	Sun	05/11/25	Sat	05/10/25	Mon	05/12/25	Fri	05/16/25
May	11	AA	Mon	05/05/25	Sun	05/18/25	Sat	05/17/25	Mon	05/19/25	Fri	05/23/25
May	11	BB	Mon	05/12/25	Sun	05/25/25	Sat	05/24/25	Tue	05/27/25	Fri	05/30/25
June	12	AA	Mon	05/19/25	Sun	06/01/25	Sat	05/31/25	Mon	06/02/25	Fri	06/06/25
June	12	BB	Mon	05/26/25	Sun	06/08/25	Sat	06/07/25	Mon	06/09/25	Fri	06/13/25
June	13	AA	Mon	06/02/25	Sun	06/15/25	Sat	06/14/25	Mon	06/16/25	Fri	06/20/25
June	13	BB	Mon	06/09/25	Sun	06/22/25	Sat	06/21/25	Mon	06/23/25	Fri	06/27/25
July	14	AA	Mon	06/16/25	Sun	06/29/25	Sat	06/28/25	Mon	06/30/25	Thu	07/03/25
July	14	BB	Mon	06/23/25	Sun	07/06/25	Sat	07/05/25	Mon	07/07/25	Fri	07/11/25
July	15	AA	Mon	06/30/25	Sun	07/13/25	Sat	07/12/25	Mon	07/14/25	Fri	07/18/25
July	15	BB	Mon	07/07/25	Sun	07/20/25	Sat	07/19/25	Mon	07/21/25	Fri	07/25/25

SCHOOL BOARD OF BROWARD COUNTY

AUDIT COMMITTEE MEETING

KC WRIGHT ADMINISTRATION CENTER
BOARD ROOM
600 SE 3RD AVENUE
FORT LAUDERDALE, FLORIDA

THURSDAY, JUNE 18, 2026
9:35 A.M. - 12:36 P.M.

Court Reporter:
Timothy R. Bass, Stenographic Reporter
Bass Reporting Service, Inc.
633 South Andrews Avenue, Suite 500
Fort Lauderdale, FL 33301

COMMITTEE MEMBERS IN ATTENDANCE:
MS. MARY FERTIG, Chair
MR. DON GILBERT
MR. ROBERT MAYERSOHN
MR. DHANDAPANI THIRUVENKEDAM
MS. MARIAH RABIDEAU
MR. ANDREW MEDVIN, CPA
MR. LEW NAYLOR
MS. RACHEL ROSAS
MS. MURIEL THEOPHIN-ATILUS

OFFICE OF THE CHIEF AUDITOR STAFF:

MR. MARK MAGLI, Chief Auditor
MS. NAKIA GOULDBOURNE, Manager, Internal Funds
MS. JENNIFER HARPALANI, Assistant Director, IT Audits
MS. ELENA PRITYKINA, Operational Audits
MS. RAYSA LUGO, Senior Auditor
MR. MERLIN BUTLER, Manager - Property & Inventory
MR. BRYAN ERHARD, System Support Specialist II
MR. DEREK TILLMAN, Executive Secretary
MS. OCTAVIA ALLEN HARDAWAY, Clerk Spec C

DISTRICT STAFF:

MS. ROMANEIR JOHNSON, Chief Financial Officer
MS. ANGINE TYGHTER, Director, Talent Acquisitions
MR. MICHAEL SALMERI, Manager, Talent Acquisition
DR. ERNIE W. LOZANO, Chief Human Resources Officer
MR. JEFFREY WHITNEY, Director, Budget
MR. RYAN SMITH, Director, Business Support Center
MR. ANTONIO BRIHM, Supervisor, Payroll
MS. HEATHER PARENTE, Director, Professional Practices

INVITED GUESTS:

MR. RODERICK HARVEY, External Auditor, HCT Certified Public Accountants and Consultants
MR. ROB BROLINE, External Auditor, Carr, Riggs & Ingram, L.L.C.
MR. MARK SMITH, External Auditor, Carr, Riggs & Ingram, L.L.C.
MR. TIM BASS, Court Reporter, United Reporting

The following pages are excerpts of the draft minutes of the Audit Committee Meeting of June 18, 2026 that are specifically related to Performance Audit Report - Payroll, Overtime, and Overpayment Audit Quarter 3, Fiscal Year 2025.

The complete minutes, which include Committee discussion on matters not related to this item, are scheduled for Committee discussion and approval at their next scheduled meeting on July 16, 2026.

the last thing on our agenda as we plan our agenda.

Okay. I'm going to just move then right way to the HCT - Payroll, Overtime and Overpayment Audit Report from the Third Quarter of 2025 and Mr. Magli.

MR. MAGLI: Good morning. I will introduce Mr. Roderick Harvey, who is the principal of HCT who performed this review for us. He can walk us through things. Generally, it was a review of many of the components involving payroll. It was initiated, the time period involves January 1st through March 31st of last year, as we call it Quarter 3, and it's a number of things, worked with many of the departments here, HR, Payroll, I think finance a little bit, and some of the school bases that cooperated with him. And Ms. Pritykina who worked hand in hand for our office helping to liaise that engagement. So I will leave it to him to give sort of an introduction to it and we'll move it forward with any questions.

MR. HARVEY: Good morning. My name is Roderick Harvey with HCT. Good to see everybody again. We performed a performance audit over

Payroll, Overtime and Overpayment Audit for, again, the third quarter for fiscal year 2025.

The Broward School Board operates a complex payroll environment supporting large and diverse work across multiple platforms, departments, locations and employee classifications. Those payroll operations include regular wages, overtime, supplements, stipends, retro payments and other compensation elements governed by collective bargaining agreements, district policies and applicable federal and state regulations. Because of the decentralized nature of the payroll process and the volume and variability of compensation structures the payroll function carries increased risk related to data accuracy, documentation, internal controls and compliance. Effective oversight requires consistent documentation, strong internal controls, reliable system integration and to ensure that payroll transactions are accurate, authorized and properly supported.

We performed our audit. We looked at various structures of documentation for our payroll. Items we looked at, primary, secondary payment, double time payment, overlapping entries, large

one-time payments, retroactive payroll adjustments. Additionally, we looked at cross-checking employee data for duplicate or ghost employees, identifying internal controls. Do the segregation of duties control deficiencies? The basis of our documentation we reviewed, we looked at reports from the SAP system, VPN reports, earnings reports, retroactive payroll remuneration reports. We also looked at overtime reports and basic pay reports. We reviewed the collective bargaining agreement, invoices, pay records, payroll agenda, email communications, system demonstrations, and, of course, interviews with BCPS personnel.

We identified seven findings as it relates to our work and our results. We also identified six observations that we noted.

Finding 1, and this is just a high level, Lack of Identifiable Approvals for Payroll Reports. Management agrees. And, again, with all of the findings there are our condition criteria recommendations, and, of course, Management response.

Finding 2, Variances in Referendum Pay, Management disagrees. Variance in Referendum

Pay, Management disagrees. But it did revolve around data being incomplete.

Retroactive Pay from Timekeeping and Approval, Management agrees, will issue reminders and monitor by location.

Outdated Compensation Agreement, Management agrees. Stipends will now end annually.

No Documentation Basis for Supplemental Computation, Management agrees.

Lack of Support -- Supporting Documentation for Transactions, Management agrees and will consider a centralized payroll.

Observations -- Key Observations, lack of identifiable approvals, insufficient documentation for regular working hours, and this is secondary, missing or incomplete documentation of supplements.

So in plain terms we believe that our report provides a basis of improvement for the district, things that should be considered and done to improve the payroll process.

We will now take any questions that you may have.

MS. FERTIG: Thank you. Okay. I just first of all want to tell you that I found this very

readable. One, the way you wrote it, but, two, the fact that you used a good-sized font also. So thank you. I know that's often something that comes up in our meetings that we have tiny, but this was great. So thank you for that.

Okay. I'm going to start with questions. Do you want to go around?

Muriel, did you have any comments on this?

MS. THEOPHIN-ATILUS: Yes. So good morning again. Muriel Theophin-Atilus. So -- well, my first thing was, I mean, for the documents that you were not able to receive, one of my concerns was, you know, for the memo that was sent when Mr. Runcie was superintendent asking for like, as far as the payroll, the process, that needs to be signed off and be complete. And so my concern is that if we're still establishing that same issue. Especially when it was $2 to $29 per month and 22 cases were found about the errors regarding that.

And then, also, the Retroactive Pay, how far back retroactive are we speaking that an employee can ask to get that paid on their next check?

MR. HARVEY: That is finding -- which finding are you specifically looking at?

MS. THEOPHIN-ATILUS: I think it's page 17.

17 or 18.

MR. HARVEY: That's Finding 4? I'm just going to -- so in this case, if I'm understanding the correct finding, HCT identified eight instances of retro pay where they were processed missing time and they were eventually paid. Here is the finding in plain terms. Retroactive pay is not wrong itself, it corrects earlier periods. I don't know, and maybe Management can speak to how far they go back, but the high share of pay slips carrying prior period adjustments signals that time is being entered or approved late. The fix is timeliness to ensure their daily entry timelines and to watch the departments or the locations for lag. I'm not sure how far they go back to correct or can go back. We just noted that several of them had that flag and that tag.

MS. THEOPHIN-ATILUS: Okay. Because I see that we're going back -- I'm so sorry, I have notes. So we're going back -- also, I'm going to reference the memo sent by Superintendent Runcie back in 2018. It -- or I'm wrong. It clearly states that payroll timesheets should be in by, let's just say, every Monday, you know. So I just feel like at this point, and I saw that when

you said Management did not agree, but I think that is something that's definitely big, because we're not being compliant in following that. So then what if all of a sudden I'm going through my paychecks and I realize three paychecks back I'm missing hours? To look at my stubs. Because I know now -- well, I hope BCPS does the same thing, the stubs are electronic and you have to log in to see them?

MR. HARVEY: I'm going to defer to Management.

MS. THEOPHIN-ATILUS: So, yes. So if that's the case, then, you know, what if one day I just decide to log in and three paychecks back I'm like, oh, my goodness, I never got that time or that pay, you know? So I think it's just a little -- because of the noncompliance on that, I think that's definitely something. And then when I saw that the Management did not agree, that was pretty much it.

MR. HARVEY: Thank you.

MS. FERTIG: Is there a response to how far back? I don't know who the person is who's answering, so --

MR. MAGLI: So we're going to have to get a

clarification on that. The director is on her way in. So she should be here shortly.

But do you have an answer for that?

So we'll have to follow up on that but as you go around with concerns, hopefully, we'll be able to address that shortly thereafter.

MS. FERTIG: Okay. Great. Thank you.

Anything else, Muriel, or --

MS. THEOPHIN-ATILUS: The other thing was the payment when they do a secondary job, I believe it was, and how the experience and the years that they've given. And I saw that you guys, I guess, you were previously using a software or you guys changed or we changed over to a software, so that's one of the things that are identifying the issues as well. So, you know, how long does it take usually to update? Or when, is there a time -- well, let me just say, I would suggest, you know, if there is something that quarterly needs to be updated as far as the years that staff has been with us to make sure that the calculations are done properly, I think that would be a good thing, because I've noticed that, as well. Thank you.

MS. FERTIG: Thank you. Mr. Mayersohn.

MR. MAYERSOHN: So, I guess, for me to get a grasp on this audit, can somebody explain to me the operational management of payroll?

So, as an example, does everybody submit electronically or there's still paper and pencil submissions? Is it if there are employees that are on a Kronos time clock system, is it the same thing? Because I know from my perspective the county uses a Kronos system and every employee is on a Kronos system internally. They may not punch a clock, but at least their time schedule is. So every employee signs off on, here's their schedule, they work, they review that they got paid. If there was a day off or they came in late or whatever they did, at the end of that two-week period they sign off on it. And, again, not necessarily, people would know that this is their employee number, that they signed off on it, regardless of -- it's an electronic signature. So I guess my question is, because it seems that there are, you've got, obviously, employees that are on, you know, a time clock system, employees that are on a regular, you know, I'll call it nonexempt, you work as many hours as you need to to get the job done, are

those employees treated the same in regards to their requirement to identify their pay and sign off on it from a schedule? And then is there a supervisor who then approves that method? As well as a supervisor who manages that Kronos time clock?

So, for example, let's say if an employee's supposed to work from nine to five and take a half hour for lunch, do they then have -- if they punch in at 8:50 does that count as their time or they can't punch in until 8:53? If they leave and they forget to punch out, how is that recorded? So, I guess -- I guess what I'm trying to understand is that operational management to then make comments on the findings. So can somebody kind of give me a broad overview on that?

MR. HARVEY: So I'll start out and give the broad understanding as we know it and just kind of lay the foundation. I will temper that by saying we looked at a sample of 100 transactions. So the school district pays in an AA/BB format. So some people fall in AA, BB. More foundation. The district operates several classification structures. So there are seven bargaining

agreement units. So that dictates how folks get paid. And I will list them out. Broward Teachers Union, Federation of Public Employees, Police Benevolent Association, and three meet and confer groups that govern the compensation structure. Further, payroll as far as documentation is maintained at the location or the school level.

MR. MAYERSOHN: Right. Is that maintained electronically or pen and paper? Like, for example, I'm a teacher, let's say. I work, you know, whatever is at a high school, I'm in at 7:00, I'm out at 2:30, that's my hours. How do I document that I've worked those hours? Do I verify that? And is there a supervisor who verifies that, yes, I was there for those hours?

MR. HARVEY: So -- great question. And part of that is within our findings, kind of half of that. So, yes, there's a Kronos system. At some point we noted in our findings, in our discussion, that certain locations went manual. One of the discussion points we had brought out is the title of the person. So, in other words, we could see that the pay was reviewed, but it didn't give the appropriate title of the person.

So our concern was did John reviewing the payroll of Betty, but they're at the same level, so in other words, and I think it's in the spirit of your question, is it reviewed, not only reviewed and signed off, but by a person that's higher in the structure, so that we can make sure, to your point, that the time is reflected accurately. So if John got in at 7:45 versus 7:30 that was noted and documented. Now, how it reflects forward, whether that time is dinged against the person or not I imagine is a function of their title, a function of where they fall in the bargaining units and agreements, and their salary. So that part I can't speak to. But I can give you or hopefully give you some foundation of kind of how it works in this decentralized format.

DR. LOZANO: Let me just simplify it a little bit. It's a paper-and-pencil process for the most part. If a teacher's going to be absent, they fill out a COA form, it's given to the office manager at a school. So as a principal of the school, I'll just start with school-based, every Monday payroll's run for each schedule, either are AA or BB. Then at the school level the office manager would pull the printouts of

the payroll, verify the attendance, verify, to Muriel's point, the secondary payments, make sure all the payments are accurate, make sure the time is accurate for the employee, then the principal receives that and the principal has to sign off. Then we get a second final printout that we do later in the week to, again, verify. It is a paper-and-pencil process for the most part in terms of certificates of absence and vacation time and things like that.

MR. MAYERSOHN: Can I make -- and, again, I'm just going to make this suggestion, we've talked about it numerous times. The district needs to get away from paper and pencil. For example, as in the county, we've gone -- we've transitioned from Kronos, we're going to run a UKG program. Every employee is on that system, whether they're an hourly employee or whether they are an exempt employee and they, you know, work a schedule. There are so many more efficiencies to be able to utilize that this system -- and even to run reports. So a principal can sign off and look on data to say, oh, my payroll for the last two weeks should be X, I wonder why it's Y, let me go in and identify it. As opposed to going, let me

see here, payroll, you know, administrator or clerk, can you look at this? It's -- it will save a ton of time and money in the long run. So, for example, if somebody were to take a day off, you know, how is that currently recorded now? I've got to write something on a note, Mary, I want to take the day off, here it is. Mary goes, oh, you know what, I've got a catastrophe, I'm busy right now, I can't do it, it gets lost and it doesn't come back until six weeks later where somebody says, oh, I guess somebody got paid and maybe they shouldn't have because of whatever category they're in.

So I just think from that electronic system I truly believe that, you know, the district should somehow find the money some way to be able to transition to a plan -- and I think we all agree, it's just a matter of the cost and implementation of it. But I think it runs it more efficiently and you're able to solve a lot of the challenges. You know, to Mr. Henry's point is that you don't have to worry who the supervisor is, it's there. The payroll supervisor is assigned. So, you know, here are the 12 people or 30 people that that person is responsible for. From a Kronos

system, when it gets -- like I said, with the clock, you know, somebody doesn't sign off, what happens? Does the employee who signed off on it -- because the employee will review it and go to their supervisor and say, hey, you know what, I forgot to sign out but I left at 4:30. Okay, we'll -- the supervisor, okay, we'll fill it in. If somebody signs in early or somebody signs in late. You know, you sign in late, fine, that's what you get paid for if you're an hourly employee, as opposed to the time sheets that are not, you know, 100 percent accurate. And I know -- is everybody who is an hourly employee, are they on Kronos? You'd have to look that up?

DR. LOZANO: Payroll can verify if everyone is. I know our Food & Nutrition staff is. Certain groups in our security group, Transportation. So -- but I can't verify that 100 percent are. So I would need payroll to verify that.

MR. MAYERSOHN: I mean, it just, as opposed to transferring from one system to another system, here's information, now it goes into SAP, it's just -- it's a lot of work, where all it takes is a button and go boop and it's done.

DR. LOZANO: So I appreciate this group and this conversation is very timely because the workshop that happened Tuesday, one of the conversations was the capital budget, and part of that conversation which is coming back Tuesday is the conversation around a new ERP system. So we've had -- we've had a system for 20-plus years. We didn't buy the entire ERP system. We bought certain modules and then over the years we tweaked it, redefined it to Browardize it. And then we just at the beginning of this year transitioned from that system to an upgraded system. But some of, because we didn't have the whole product, didn't transfer over. So we have pieces that we still rely on from the old system and the new system.

So, to your point, looking at and bringing in an updated 2026 fully electronic version of an ERP system that is comprehensive to this district is going to really clean up a lot of the findings that were presented in this report. So we're looking forward to the conversations Tuesday and moving forward. Dr. Hepburn is leading that charge, as well, to bring up that conversation about the importance of moving Broward County

Public Schools to an integrated more efficient fully self serviceable electronic ERP system.

MS. FERTIG: And just to add on to what Bob's saying, I feel like we've had this conversation, you know this because you have to come to our meetings occasionally and hear it, we've had the conversation repeatedly about having an electronic versus a paper system. And we're going to get into that in the next audit as well. And I just feel like year after year they keep telling us next year there will be a system. But increasingly as I read both of these I was reflecting on -- I knew the question that was going to come up. And I -- don't take this the wrong way, I kind of knew the answer, we're getting it next year.

And so I just wanted to add onto what he's saying, saying this is a long-term problem that needs to be addressed. So --

Okay. I'm -- are you -- do you have anymore?

MR. MAYERSOHN: I just -- I mean, look, payroll issues are not necessarily specific to Broward County Schools. I mean, there are tons of governmental entities, Broward County has issues, you know, with payroll. They probably

have more people that audit or review to catch those challenges so that it's in realtime. It's not four weeks later we look at it. So that's some of the things that if, you know -- and, again, I don't know if Mr. Harvey had reviewed all, you know, obviously, you've got a scope of work, what to do, you're not working outside of the scope, but, you know, in general, those are some of the things that are, you know, what's the level of a -- I mean, are there payroll supervisors that have to sign off or you're saying the schools are naturally the payroll clerk and the principal? As opposed to assigning it where it might be better served where the head of the English department, you know, does the payroll for all -- because they're getting a stipend as the department head, maybe that's added onto their duties and their tasks. You know, and, again, these are just things that are popping into my head to make it a smoother transition and element. Because the principal may not necessarily know that Mary Smith, who's an English teacher, was out today, because they're doing a bunch of, you know, other things. Maybe an assistant principal does or whatever,

but maybe they communicate that to the principal, you know, a week later. But with an electronic system, as I think we'll all agree, that press of a button where I can review it or look into it, I mean, is -- is definitely a bonus. So that's kind of my comment.

MS. FERTIG: Okay. Lew.

MR. NAYLOR: Yeah. Thank you. You mentioned that the audit was based upon 100 transactions. Is that 100 paychecks or 100 employees who were followed through the quarter to make sure their pay was calculated correctly?

MR. HARVEY: We selected -- thank you for that question. We selected a sample of 100 employs and tested wages, supplements and additional compensation, overtime and payroll. So it wasn't just a matter of 100 pay slips because each of those took us somewhere else depending on what the person had in their compensation slip. And from there we drilled down and tested based on why they would get this supplement, this basic pay, those types of things.

MS. FERTIG: So what percent of the total either transactions or employees were tested? I

mean, I'm looking at 15,000 teachers, I'm looking at 2,000 of this; how many total employees; how many total transactions?

MR. HARVEY: So --

MR. NAYLOR: Just to get a general idea of the sample size.

MR. HARVEY: A general idea.

So on page 13 we break out by category. So in the period under review, remember, we looked at a quarter, there were 31,166 employees affected. That payroll period, that three-month period the wages, gross wages total 456 -- 456 million. So we looked at a sample of 100 transactions. So we didn't base it on a percent of, we looked at the total and selected a hundred.

MR. NAYLOR: Okay. Okay. And that was one of my other questions, is, your category percents are based upon actual employee counts or dollar amounts, not employee counts? You're basically understating the number of transactions that potentially could have errors; is that correct.

MR. HARVEY: So -- which, I think, speaks to extrapolation. And so the extrapolation we showed in one of -- it's, number one, not a real

error. It's just, you know, kind of a mathematical potential that could happen. So I want to make sure I put that on the record. But, yes, if you look at potentially and try to extrapolate it's complex here because you could do it on numerous bases, employee count, employees per category, you could do it on wage size, transaction size. And so us, along with OCA, we selected 100 transactions. We didn't go back and say, okay, this reps one percent of all the transactions or one percent of the value of the payroll for that quarter.

MR. NAYLOR: So that would be -- that would be relevant when you're trying to determine the risks factors.

MR. HARVEY: That's correct. That's correct. And I can just tell you, the size of that selection, if we were to do it one percent, five percent, would be a lot of transactions.

MR. NAYLOR: Okay. Let me see. I was trying to go in order here. The -- well, while I'm looking, moving ahead to Compensatory Time and the process for handling, it says by 2019-2020 there was supposed to be an agreement on how to handle that. And since it still seems to be an

issue I don't know if there's been any movement on that. But as you noted there was additional financial risk to the district for that.

MR. HARVEY: Which page? Which finding are you referring to, Lew?

MR. NAYLOR: Let's see. I think that's page 44. Compensatory Time. Second paragraph you're talking about to resolve the issue by the end of 2019, 2020.

MR. HARVEY: Yeah, so what you're referring to, and this may be also the same that the young lady referred to is the 2019 memo from then Superintendent Runcie regarding compensatory time. I'm not aware if that has been implemented. I will defer to Management. But, yes, this is relating to something that should have been or was forthcoming going back to 2019.

MR. NAYLOR: Okay. So you're not -- you're not familiar with that; okay. So that would be Management.

Okay. Let's see here. Oh, one of the other questions in general is what -- was there any type of study done to see what percent of the findings or errors that you identified were related to the backup for the payroll processor?

Because understanding no one works 24/7, 365 days a year, so I was just trying to understand if the process errors identified were done by the people whose main responsibility was processing payroll or it was done by their backups?

MR. HARVEY: Can you restate the question? Are you asking our error rate that we found from our population or in the general --

MR. NAYLOR: Well, just when you look at and you make identification, each of those documents probably had who processed those. And the question was whether they were processed by the primary payroll -- what's that person called, payroll?

DR. LOZANO: Processor.

MR. NAYLOR: Payroll processor or their backup? Because that really goes back to training; right? So I'm just trying to understand if anything was looked at for that.

MR. HARVEY: So I think it's our Finding 1 where we note that we were able to see some of the signatures but not the initials. I mean, see the initials but not the title, so we could not tell who exactly was signing off. So we would not then be able to tell if it's the primary

person or backup person that is approving or agreeing to the time or the documentation put forward.

MR. NAYLOR: Okay. And then I think the last question, on page 24 you mentioned findings related to payroll governance. Could you define what you mean by governance?

MR. HARVEY: Just the overall controls of payroll. Just making sure the administration of it is handled correctly and appropriately on a consistent basis.

MR. NAYLOR: Okay. So it's not by the people who are making the decisions on the policies, it's the people who are responsible for the actual fiscal processing?

MR. HARVEY: That's what we -- the policies and procedures should already be in place. Based on that, the folks should be following it. And based on our testing, okay, here's what should be done, what did you do, how large is that gap? And so that's what we believe is governance. Are you following those laid-out policies every time all the time?

MR. NAYLOR: Okay. Thank you.

MR. HARVEY: Yes, sir.

MS. FERTIG: Mr. Medvin.

MR. MEDVIN: Thank you. It's obvious that the whole payroll system is rather complex.

MR. HARVEY: Yes, sir, Andrew.

MR. MEDVIN: And it's spread all over the place. And you said your sample was approximately 100?

MR. HARVEY: It was 100.

MR. MEDVIN: Which is almost miniscule for the total amount of transactions, employees, dollars, however you want to look at it. Is it fair to say that that sample is sufficient size to come up with a reasonable risk factor?

MR. HARVEY: We believe so. I would -- I would -- I would reframe -- I would re-pitch your question as the sample selected was enough to make conclusions on. And so the conclusions reached, the inferences made, we believe are indicative to be put forward to the population.

MR. MEDVIN: Now, this is my loaded question. Even as an auditor, which you're independent and not giving a formal opinion, at least you had access to the whole kit and caboodle at one time, do we have a problem or basically are we doing okay needing some improvement in your specific

recommendations?

MR. HARVEY: Yeah, that is a loaded question. So -- so let me split the hair. So I think the problem or to assign it as a problem is the responsibility of the board, the audit committee, and the people in charge. With that being said, I believe that the decentralized nature of payroll, the fact that documentation is hard to be found on a moment's notice, the lack of being able to track -- you've got two or three types of -- you've got a timeliness error, things are done correctly, but it's a lag, you have support errors or deficiencies, we can't find it, and then in some cases which causes extra time, the person's here but they also work there, so they work in two locations, and the secondary location has the paperwork. And so because of that it then gives an inference that there are wage issues. And because we don't know, and "we" is the global "we", you can't then determine of the $456 million for that quarter, what's the true error rate; if any.

MR. MEDVIN: Okay. But as a general, your observations, are we in deep doo-doo, as they say, or are we functioning fairly well subject to

obvious suggested improvements, i.e., full electronic reporting or are we in a crisis situation.

MR. HARVEY: So if I could make light of your question, I don't know how deep the doo-doo is, but something smells. And if something smells there's normally doo-doo or soiled meat in the area.

MR. MAYERSOHN: Is that an industry term?

MR. HARVEY: And so, to Bob's point, I think an electronic system would certainly allow us to measure if there are any anomalies out there. But I would say, I could go on the record and say, yes, I think based on what we saw, I mean we got seven findings and six observations on 100 samples. So if you extrapolate that to a thousand, what do we now have, 49 findings? I mean, so -- and it's not linear; right?

So I would say that something definitely needs to be fixed and I believe Mr. Lozano said that fixes are coming. So I think his commentary is good, that something should -- must be done regarding payroll. It is one of the biggest spends of this government, which we all know that.

MR. MEDVIN: Thank you.

MS. FERTIG: So I'm just going to just jump in here real quick and say, for Andrew, and for Bob, and for myself, and anyone else who was here when that 2019 memo was written and we had Ms. Marte here commenting on the various systems, we were hearing electronic. And you're telling us -- we were asking some of these same questions, probably Bob asked it, and we heard a lot of the same answers. So you're saying this is going to the board, Dr. Lozano, on Tuesday?

DR. LOZANO: For conversation in the workshop. So after the special meeting there is one item for the workshop that they scheduled for Tuesday, it's the capital budget item. And as part of that item the conversation around the ERP system. We're currently in the RFP process right now to choose and secure a new system and be ready to select and move forward. So this is ripe and perfect for the conversation we're going to have on Tuesday and in the months ahead.

MS. FERTIG: And so -- and I was going to wait until the end to say this, so I apologize, but I was going to say, they're not going to have this audit, are they, on Tuesday? But each of us

is appointed by somebody, so at the end of this we can have a conversation about what, you know, how important it is for them to see what we have in front us as an audit committee today when making decisions. I think when making those decisions it would be helpful to see this.

Okay. I'm sorry, I jumped in there.

MR. MEDVIN: I'm good.

MS. THEOPHIN-ATILUS: Can I? Good. Mr. Roderick, you said when -- I'm sorry, I can't see his name --

MR. HARVEY: Andrew.

MS. THEOPHIN-ATILUS: Mentioned the -- I'm so sorry, the memo, just like I did, so page 41 and page 44 or 43 with the memos that was sent out back to 2018-19, you made the statement that you're not sure if it was enforced.

MR. HARVEY: That's correct.

MS. THEOPHIN-ATILUS: So I'm just going to put there, that's a huge issue if it was not enforced, because, obviously, it went out to everyone. And then also on page 19 it shows how employees are being paid on outdated agreements of 2018 and '19, as well. So I just feel, are we stuck in 2018-19 since you don't know if it was

enforced? So what's basically going on?

MR. HARVEY: Yes, that's our Finding 5. Thank you.

MS. FERTIG: Mark, yeah.

MR. MAGLI: So, thank you. I want to point to the fact that we did, in fact, expect representation here and they are not, there's a reason that I'm not familiar with right here. But what I would say is that the system, whether we go to a new ERP or not and it's included to accommodate all these suggestions which are logical and sensible, of course, we have to take care of what we're doing right now anyway until that system's implemented. And we can't really wait until full implementation occurs for us to address this. So, certainly, I will bring this forward and we'll make sure that the superintendent understands what this is, and, potentially, some of these questions could have been answered before us here today more readily. Dr. Lozano is doing his best to answer things that are not necessarily directly under his purview. So I don't feel comfortable with just saying that we can just wait until the ERP, myself, and I do suggest that in whatever what

will be discussed next week in the workshop, you know, could include this along with a myriad of things that are supposed to be accomplished through the ERP system. I'm sure they'll be presenting a lot of factors. And so I recommend that. And we are getting answers from Mr. Harvey based on his view of things, which is, in fact, a sample. So I'm -- I'm not sure what the committee would want to do right now regarding this report. And, certainly, Mr. Harvey's done his best to do it and I would like to continue with all your questions, but Ms. Johnson is due to come later who is over finance, which a subsection of that would be payroll.

So I don't know if we want to table it for a minute or go through the rest of the questions, certainly, but --

MS. FERTIG: Yeah, I was actually wondering that when we didn't have someone here at the beginning but we had started with Mr. Harvey and just in respect for his time I was going to see if I -- I'm making a list of questions that when she comes, I'm sure everybody's doing the same thing, we can ask.

The question you had about electronic or

paper, what is what, and hours and so forth are things she's going to have to answer.

MR. MAYERSOHN: So just the one question that I have, does every employee sign off on their time sheet or whatever it is, or they just, this is what it is and they wait until they get their paycheck and then reconcile, no, I was here on Tuesday, I didn't get paid. Do they sign off on it?

MR. MAGLI: It's localized. So it's incumbent upon the department, the school, whatever, to review those records and to work on it. When they say paper and pencil, you, some of that involves the use of certificates of absence, things like that, that have to be entered into the system. I know that, locally, I eventually have to go through and review all those things and reports that are run through SAP that I certify and validate those times.

MR. MAYERSOHN: Right. But does the individual employee certify or sign off on their pay sheet? No? I see a head, no.

MS. PRITYKINA: So, generally, everybody is paid by the schedule that is set up in SAP. So unless you enter the time off into the system the

person is going to be paid regular hours whatever they're scheduled, for the majority. There are certain groups that are using Kronos but not everyone. And I believe that depends on the bargaining unit how the agreements are done, and things like. But, generally, what we see when we review payroll locations is they provide the time sheets for additional time worked to the schedule. But I haven't seen the employees -- like some locations keep sign-in and sign-out for regular hours, but employees generally -- I mean, they sign in and sign out every day, so that's pretty much that. But like they don't sign in at the end of the week saying, yeah, I worked these hours. So I don't know if that helps.

MR. MAYERSOHN: Yeah. And just my observation from what I'm hearing, and, obviously, Mr. Harvey, as I said, in the scope of what he has, but if an employee is not signing off on whether it's scheduled -- and, again, even in the Kronos system, I didn't sign out, and I'm not reviewing it and I'm not signing off, when I'm getting my paycheck a week later, because, again, you know, it's two weeks and then a week when you get the following or however it is,

you're then going to say, hey, wait a second here, my paycheck is wrong. As opposed to realtime where I sign off on it and in between that 7-day period I can then make a correction in realtime and figure out what's what to avoid, you know, I call backfilling, whatever the challenge may be. So I look at that, if an employee is not signing off that here are those hours, that they verify it, to me that's an internal control that should be looked at.

MS. FERTIG: Okay. I'm just going to note that we're at almost 10:30 and we do have several more audits, so we're just gonna, if it's okay, just pick up quickly with you all and then Ms. Johnson is coming later so we can get an answer to a couple of questions. So is that okay with everybody? I just want to get to the next audit which --

MS. ROSAS: Yeah, my question was, when we schedule audits do we put a projected date for the report to be due? And is there any discussion of what the staffing will be for the audit so that the audit can be short and sweet and we report it out or is it -- is there any planning of that? Because I didn't see it in the

objectives in the report but I wasn't sure how that worked.

MR. MAGLI: So in our initial engagement letter we try to project what it would take to complete the audit.

MS. ROSAS: Okay.

MR. MAGLI: This one, a couple of different factors were involved here that caused this thing to kind of be extended beyond what I think either my staff or Mr. Harvey's staff, he could speak a little bit to some of the concerns, but, you know, generally we try to project it and it's an estimate of the time period. And it did go longer than we anticipated. But, nonetheless, the review still held substance to what it is, even though the elapsed time, but there are certain considerations that we would have liked for it to have come quicker and we are working on that moving forward. So, yes.

MS. ROSAS: Thank you.

MS. FERTIG: DP, go ahead.

MR. THIRUVENKEDAM: Okay. So my question is, I'll start with the new ERP system, so can I know like a date when it is going to get implemented? So they're talking about it as 2026. Do we have

any specific month or anything?

MR. MAGLI: I'm sorry?

So as Dr. Lozano said, the ERP system right now is in the solicitation phase. It's out. I don't know when it closes. I know it's soon. I can follow up with when those things close, when the selection's made. Of course it has to go through the whole process of board approval and all that. So and that will take a little more time, of course. But I can maybe come back to you with more specific timelines for that.

DR. LOZANO: And as you know, with something this big with the amount of money it costs for an ERP system, there could be a bid protest. So a lot of actors weigh into when it's actually brought to the board. But the goal would be to bring it to the board in the fall of 2026. And then, again, to get from approval to actual implementation is a two to three-year process before you would finally be integrating and up and running with a functional ERP system. So it's not a quick process. It involves a lot of people, a lot of staff, to coordinate the writing of code, and scripts, and things like that. So it's a very comprehensive, complex process. And

those conversations and learning curve for the ERP system is what's going to start on Tuesday to begin putting out the information so the general public can understand and the board and everyone, just the entire process of what it means for a district as large as Broward County Public Schools to move to a new ERP system.

MR. THIRUVENKEDAM: Okay. Yeah, I am coming from an IT background so that's why I asked. I know how much time it takes. Thank you.

This is only a clarifying question, so if you see page number 13, I'm finding difficulty in understanding like total wages paid is 456 million for the third quarter and then we are saying that like 10 percent and then 30 percent, what is that number, actually, how I can understand this number?

MR. HARVEY: Yeah, so this is an example of an extrapolated error rate. It is there just for illustrative purposes only. We are not saying that there is an error of this size in this population. But from a mathematical perspective we looked at the gross wages by category for again that one quarter, and you can see in column 1 where we delineate for each of the categories

all of the pay, which totalled the 456 million, we also give the number of employees, we give a percent, and then based on a 10 or 20 percent error rate, if there's a 10 percent error rate in teachers' pay it would be the equivalent of $28 million. So mathematically that's what we're saying.

MR. THIRUVENKEDAM: So based on the sample how much would be the error rate based on the sample?

MR. HARVEY: Restate your question, please.

MR. THIRUVENKEDAM: Yeah, so what is the sample rate? Based on the sample what is the error rate now?

MR. HARVEY: Right. And that's -- we entertained that question earlier. So because we looked at 100 transactions we did not match it back as a value in dollars or number of employees to the overall population. And so it's hard or difficult to assign to say, hey, based on the 100 we saw, then that now means an error rate of 1 percent or a half a percent. So we're not able to do that. So it does leave a potential inability to be able to assign from the 100 we looked at to say, hey, this percent now

represents a full potential error rate. That math won't be able to be done here.

MS. FERTIG: I just want to welcome Ms. Johnson here. I know Dr. Lozano's really glad that you came in so you can take over answering the questions for him. Welcome.

MS. JOHNSON: Thank you. I was in a meeting with a board member.

MS. FERTIG: That's great. We're glad you're here.

MR. THIRUVENKEDAM: Thank you, sir.

MS. FERTIG: Don?

MR. GILBERT: Good morning all. Allow me to elevate a couple of things before I ask this simplest of questions.

MR. HARVEY: Yes.

MR. GILBERT: Because, of course, the concern is the decentralized nature of the current system in play to govern payroll compensation and things of that nature as well as, obviously, the need to have a centralized process, especially given all the various, you know, agreements in place and those calculations associated with those various agreements for accuracy and to minimize any errors, you know, just to say. And, of course,

piggybacking off of DP's look at that chart, and I already knew that that was just a number just for color, just to kind of give you an idea of the size of the potential error if not addressed and mitigated. And we're talking somewhere between 45.6 and 91.3 based off just the color of the sample. My concern is this. Out of all of the number of things we discussed, the key central point is the documentation. Because it's so manual and extensively manual. My question is, now that we know that is one of the linchpins in the accuracy or the deficiency of the current system, what is the then consequences of to those persons that's governing the payroll for the particular entity that these errors was found? Because, again, I know that training is one resolve, but then ongoing, like, okay, hey, we saw this last year and we continue to see it, so how do we then mitigate that to say, okay, guys, there are consequences because it's costly? And to this tune, it's a significant cost. It's nothing miniscule. It's, hey, look, if we don't get a grip on this, you know, we're going to be leaking very, very fast. So what is the then consequences to resolve the lack of documentation

or the clarity of the documentation? For example, when they say, okay, hey, was this done by the lead payroll person or backup, if we can't identify that, how do we then know who to address the training with? If this is just willful blindness because they identified there is a gap or of opportunity, how do we say, hey, no, we need to put a plug in this until we get a full fix? So that's the nature of my question, is, okay, what is the consequence? You know, it's like, okay, we know it and we're just going to have to deal with it until the system gets implemented three to four years from now? How do we then address that? That's the nature of my question.

MR. MAGLI: So relative to your comments, thank you. So, certainly, you know, follow-up as far as like oversight to individuals and errors and repeated, you know, failures to execute, there's the systemic parts of it, too. There's some, you know, integration problems and things like that. I think you're going to find there's a little bit of a theme today, that some of these disconnects from the decentralization and some of them are being addressed more aggressively and

there's been some systems put in place, as said earlier, we can't rely on down the road. It's certainly a plausible explanation as to what a long-term corrective action would be, but in the immediacy of it when it's identified, you know, within the individual groups. So, for instance, because it's decentralized the individual administrator would be responsible for finding ways to mitigate the problem moving forward, if it, in fact, is an error that's identified. Certainly, we do these types of reviews, periodically, so that we do have some sort of accounting and have the opportunity to intervene or at least have a corrective action measure put in place by the management associated with these particular responsibilities. So those things going forward and us producing this report as we have, then we look forward to Management to make the determination of how they would want to influence the corrective measure and create objectives for those people to, you know, remediate.

MR. GILBERT: One follow-up. Also to the -- the sub-question to that is, just as I heard earlier, that, of course, a lot of the staff gets

paid off of planned versus actual. Where, okay, hey, I signed off, I worked these hours, okay, if I got paid for hours I did not work, would I necessarily raise my hand because I got paid off a plan but I was out that week? You know, so when we do catch errors or gaps like that, then what is the resolve for that? Because, again, someone was overpaid, you know, for work they did not do. And then on the other hand someone was underpaid for work that they did do. So how do we close those gaps? And as Ms. Muriel pointed out, in the meantime, it's like, okay, when I go back and reconcile and say, hey, whoa, I'm missing some hours, but yet still there's a 90-day, you know, close date on you reconciling that to say, okay, hey, no, I'm missing a few hours? So how do we close those gaps?

MS. FERTIG: We have Ms. Johnson here now and we did have a question to start off with about how far do you go back to recoup time? And I think probably a lot of us, thanks for bringing that up, were thinking, you know, if you didn't pay them they're probably going to say something, but if you overpaid them, maybe they're not.

But, anyway, the question was the timeliness

of documenting the time and when people discover they weren't paid, how far back do you go to correct those errors?

MS. JOHNSON: We go as far back as necessary if we owe compensation. That's our policy, to go back. If you're owed compensation we have to reconcile that. The problem is, with this payroll is, for one, our ERP system is not coordinating properly. So we do need to change out our ERP system. We're going to be doing that in the future.

Most errors come from the end users when they put the time into the system. It's really not payroll. So payroll is, they process what's in the system. So I want to -- we talk about payroll, but payroll pays what's in the system. They try to catch as many errors as possible, but it's really on the end users in the hours they put in; right? So it's hard for -- we have -- we've got to change our schedule. We want to put plugs in the system right now. It will be temporary plugs, but it's changing the structure how we operate. We've only got half a day to roll payroll out; right? So you're not -- you've only got a limited amount of people that are

pushing out that payroll. So you guys document the number of staff, we only have a limited number of staff. So we definitely need an ERP system to start monitoring and put in those hours so we can run reports to see what's going on. Right? So it's -- by the time we roll out that payroll there's a lot of errors. We give a lot of stipends out, too. We've got to have a controlled environment. And we need to see what we're paying stipends for. Somebody needs to be reconciling them before being actually put into the system. But we've got every sight putting in different types of stipends and we need a formal reconciliation.

So, to say this is going to happen overnight, it is not going to happen overnight. And we're hoping we can roll out as part of the ERP system, we're getting those bids in now, that's going to be a top priority. Because this district loses a lot of time and I don't like to put people in a pay system that you owe me -- I'm not a bank; right? My thing is not to go into the banking business because we can't charge interest and if they separate from the district we don't get that money back. And the people are mad when we start

taking the end of their check, their last check, to pay for stuff they know they owe the district. You would be pissed, too, if you're separating go and we said, oh, you're not getting this check back; right? And then people are going to be put on a payment plan. You might owe 9,000, you want $25 coming out of your check? You're never going to pay that 9,000 back unless you stay here for a long season with the district.

So there's a lot of things that we know that's a problem, but it's payroll pays. Now, we did implement some form of AI tool, that AI starts asking some questions in the payroll so we can catch some of these errors that was obvious errors that the tool is saying answer the questions that we can't see visually, but the tool will go in and say what we have issues with. The AI can pick up and we can look at those records. We have found a lot of errors by doing that, implementing that. That's the only thing we can do. Because right now I would need to have cut off -- now, we've got hourly workers versus salary workers. Hourly workers you've got to be paid -- in the week you do that time we've got to definitely pay you. If you've got

overtime and all that, then we will be in trouble with the Department, right, of Labor. And we have to be in compliance with that. So there is a lot of things we have to be in compliance with. I was trying to think about things that we can, on the salary side, we can definitely roll out, but any other exceptions, like stipends and other pay, we can be more conscious about what's going on, because the base salary should be the base salary. But then we've got to be conscious about deducting your vacations, your sick time. It's a lot of things that makes up this payroll. And we've got to have a timeline that we've got to educate all people, all people that are putting in payroll responsible for at these sites, the timeline you've got to put this in the system, so that's where we're lacking; right? The tools, like the vacation time, when they got to be in. We've got to set up a schedule. If people take a vacation, we need that piece of paper, that documentation right to payroll so we can make sure that it's actually authorized. Because we do that after the fact. We pay the payroll, then we've got to go back and make those adjustments.

So there's a lot of things that we are -- I

mean, based on what he wrote up is exactly what I observed when I first came and we've been trying to fix it. But I don't want to compare you all with -- I don't want to compare this district with a ship, because when I compared it before -- well, this is a big organization and it takes time and we've got to do it together and we've got to mix a lot of training to change the process; right? So we're going to have to actually commit to that, work with HR. Because HR is the keeper of those records, payroll pays. Right? So that's why we work in partnership, in tandem. We've got to set up a schedule saying, hey, we need your time card by this time and everybody's got to follow those rules and we have to implement and have some accountability. Because you can implement something, if you don't have any accountability in the system it won't get done.

MS. FERTIG: Okay. So are you done, Mr. Gilbert?

MR. GILBERT: Yes, thank you.

MS. FERTIG: Okay. And, Mariah, I know you came in, did you have -- we've asked a lot of questions. Are you good with where we are?

MS. RABIDEAU: Most of them were answered. I did have just a couple, just maybe two.

MS. FERTIG: Okay. Yeah, we're going to wrap this up pretty quickly because we need to get to the next one and I think we need to talk about how we want to transmit this. So --

MS. RABIDEAU: Okay. So thank you for pointing out, I'm not sure who pointed out page 13, though, and we asked about the error rates.

MS. FERTIG: Yeah, we did cover that; yeah.

MS. RABIDEAU: So in this view we're saying there's potential payroll errors of between 41 million to 91 million district wide. The budget update, and I know we're going to get to that later, simultaneously showed a $56 million salary over expenditure. So before we treat that $56 million structural budget gap requiring the position eliminations that has been recently brought to the board, has there been analysis done to see how much of that 56 million may be attributed to payroll errors that are identified in this audit?

MR. HARVEY: So let me jump in. First, thank you so much for that question. Our schedule in chart 2 was for illustrative purposes only. We

did not find a 10 percent or 20 percent error rate. There are some discussions, so I'll just tell you that our sample was 100 transactions, and from that we made our determination. We cannot and it should not be inferred that the error rate from our 100 transactions should be assigned to the total. So the secondary thing I would want to say is, I would not have a person assign this to a budgetary discussion; right? The budgetary discussion should stand on its own. It should not be linked, in my professional opinion, to this discussion. I think to approach this report it should be taken prima facie, on the face, for the seven findings and the six observations as things that can be discussed by the CFO and Mr. Lozano, things that can be done forward looking to strengthen the district and how it currently runs a decentralized payroll. But to try to determine an error rate with specificity and assign a dollar value I don't think should be done from this.

MS. RABIDEAU: I appreciate that.

Okay. My next question is around the -- the same sheet, though, and so maybe you can just clarify a little bit. For the error rates, it's

showing 0 percent for the executive population in here. I want to go back to the sample size, because there was a question earlier about was the sample size enough and we mentioned it's 100. Do you know the sample size that was drawn from the executive category?

MR. HARVEY: You're own page 13?

MS. RABIDEAU: Yes.

MR. HARVEY: Oh.

MS. RABIDEAU: Do we know if it was a meaningful test of that category?

MR. HARVEY: Great question. Well, mathematically, let me just address this. So it says percent of a category. So it says zero because it's not shown to the nth decimal point; right? Because just of the size of those employees, 20 over a total population of employees of 31,000. So that's why -- I defer.

MS. JOHNSON: Okay. On executive, it's easy for us to look at executives because they don't get no other stipends or anything outside of their regular pay. So the one-time referendum, where we no longer get referendums, so it's easy for me to look at those executive individuals and pull a sample. Any pay outside of the normal

rate will not happen. The percentage will not be there because we don't get stipends, we don't get this, we don't get certain perks, anything except for our base pay. So it's easy to track. All of the other organizations that get overtime and different types of stipends that can happen that can cause that we need to monitor a little bit more tighter.

MS. RABIDEAU: Less room for error there.

MS. JOHNSON: Correct. That's why the error rate is less.

MS. FERTIG: Okay. Thank you so much. There is so much here. And I just have to comment on the very first thing that caught my eye, only on a limited number of cases is it evidenced that approval was obtained from a non-authorized -- from an authorized individual. And I just find it astounding that we are at this point. That seems like it would have been an easy fix somewhere along the way. And it's somewhat alarming that that's going on. But I see that you are planning to, whichever one of you, are going to take care of this so that we actually see the printed name of the person who's authorizing.

Okay. Thank you. There's a lot here. I just want to quickly go to the audit committee, as we transmit this, are there recommendations you want to make?

MR. MAYERSOHN: Yeah.

MS. FERTIG: Okay. Go ahead. Take a stab at a motion?

MR. MAYERSOHN: Obviously, a motion to transmit, but whatever department is responsible, whether it's payroll or whatever department is responsible for the -- addressing those findings, come back to us and report on a quarterly basis that they've addressed the findings, whether or not you've had success, not had success, have done 20 departments and you're still working on the rest, just to give us an update. Because, as you said, Ms. Johnson, this is a big lift. It's not just three people. I would -- again, before you got here I would strongly suggest reaching out to other systems, such as Broward County, other governmental agencies that have the same payroll issues, in general, but yet they're automated, which is another issue besides that. But as our chief auditor said, we're not going today to an electronic system. It's going to

take a while to get there even if it was approved today. You still have to tweak it and put it all together and then train everybody and get everybody on the same system. But I would like to see a progress report, quarterly progress report, on how you're addressing these findings or any other findings that might, you know, be a problem with internal controls. As I said before, I think the major -- at least for me, one of the major hits is each employee should be signing off on this is what I submitted so somebody can't come back and four weeks later and say you didn't pay me for this or I took a day off here but it's not recorded. You know, to Mr. Gilbert's point is that, hey, I took a day off, you paid me for it, it's not recorded in the system, and, yet, when I'm done, I'm going to get compensated for it. So how do you address those things, to me is, like I said, moving forward what progress you're making.

MS. FERTIG: So is it good to put that on our follow-up list and --

MR. MAYERSOHN: Well, I'd like to see it as not just a follow-up, but come back every quarter and give us a progress report as part of our

motion to transmit.

MS. FERTIG: Okay.

MS. RABIDEAU: Can I just add that it be in a standardized format; is that possible?

MR. MAYERSOHN: Are you making a friendly amendment?

MS. RABIDEAU: Yes. Is that possible? Because I just noticed that, you know, all of these different reports are in different formats and so you have to reorient every time what are the key details. So I think having it standardized if we're bringing it back on a regular basis.

MR. MAYERSOHN: I'm okay with the friendly amendment.

MS. RABIDEAU: Thank you.

MS. FERTIG: Okay. Is there any interest in you adding something about encouraging them to move ahead with the new system as --

MR. MAYERSOHN: Well, that could be the second part. In essence of moving forward with an electronic system, which we support, we also encourage to fix what's in the current system as it is. So we need a progress report to determine how that process is moving forward.

MS. FERTIG: Okay. So your motion is to transmit with the recommendation to monitor quarterly the progress on fixing the current issues --

MR. MAYERSOHN: In a standardized format.

MS. FERTIG: -- in a standardized format while also moving as quickly as possible to implement a new --

MR. MAYERSOHN: An electronic system.

MS. FERTIG: Okay. Did we get that good enough, Mr. Magli?

MR. MAGLI: Yes, I think so. But, you know, do we have to separate those things out or are those things collective?

MS. FERTIG: I think that's one motion. That's one motion; right?

MR. MAGLI: Okay. And relative to standardized format we can certainly put something -- this is an internal thing, so it's something that we'll be able to coordinate with the engaged parties to make sure we can come up with something that's reasonable for you guys to look at.

MS. FERTIG: Okay. And Mr. Mayersohn made the motion.

MR. NAYLOR: Second.

MS. FERTIG: Lew seconded the motion.

Any conversation?

(No response.)

MS. FERTIG: All in favor?

COMMITTEE MEMBERS: Aye.

MS. FERTIG: Opposed?

(No response.)

MS. FERTIG: Okay. Thank you so much. Great audit.

MS. THEOPHIN-ATILUS: Mary, I think I want to -- I'm so sorry, guys, if I can make another motion?

MS. FERTIG: Oh, certainly. I'm sorry. Go ahead.

MS. THEOPHIN-ATILUS: No, you're fine. So I want to motion that the memos from Runcie back on 2018-2019 are enforced, for sure enforced, until we do get this new system, and then I would like a report to come back to us on the increase of pay that we have to pay out after the updates in the agreements, because the agreements are still on 2018-19.

MR. MAGLI: I'm sorry. Could you clarify for me what you mean?

MS. THEOPHIN-ATILUS: So motion is to, that the memo of the instructions on how to go forward that were given in 2018-19 from that memo, I motion that this gets enforced, that we make sure it's enforced until we get this system that would help out a lot.

MS. FERTIG: And that's on page 43 and 44.

MS. THEOPHIN-ATILUS: Yeah. And then I'm asking that we receive a report, updated report on the increase of pay that happened, because right now it says that the agreement that they're getting paid off of is from 2018-19.

MR. LOZANO: And she's talking about the comp -- Superintendent Runcie at the time put out a memo on comp time. So that's what she's referencing.

MS. THEOPHIN-ATILUS: Well, it was more than one. There was one also about getting approval, but, yeah.

MR. MAGLI: So, Madam Chair; if I may?

MS. FERTIG: Yeah.

MR. MAGLI: In review of this, and when we're talking about coming back with this, you know, certainly, again, I'm sure Dr. Lozano and Ms. Johnson there will be a coordinated discussion

here. It might be something that we need to bring to the superintendent, himself, might be a better idea to see what his interpretation and the current status might be, rather than kind of going back -- that's for you to decide. But, you know, based on the timing of it, for us to track an antiquated sort of older thing looking for new sort of solutions I think could be a bit of a challenge. So I'm just saying if that's something that you would want to ponder or discuss, that's something that, maybe, might make some sense.

MS. FERTIG: Would it make sense to ask for -- to just bring to the superintendent -- I mean, it's in here, the memo from 2018-19 and ask for current status of?

MS. THEOPHIN-ATILUS: What is the current status based off -- based off the agreement from 2018-19 there should be new updated agreements; right? And so I'm thinking the terms of agreement is you sign off on how much you're getting paid and stuff like that. So if it has not been updated since 2018-19, that's what we're still using, how much do we owe these staff members then? Because the agreements need to be

updated. So that's what I'm also asking for, a report to come back to let us know how much we're going to have to pay out if we're still using the old agreement?

MS. JOHNSON: Every time we negotiate we make the correction in the system. So that memo might not be effective at all. So I'm just quite sure when we negotiate, we implement it through the system what we are negotiating. That memo might be outdated. I'm quite sure we don't owe any one individual money because they would be coming to the table asking for money. So I'm going to let the HR speak to that because they go to the table and negotiate contracts. So we follow contracts and that might be outdated and we just need to update it to state where we are now. Because we don't owe anyone money, but we just need to update the language.

MS. THEOPHIN-ATILUS: Page 19, the first paragraph, it says compensation agreement provided by the schools updated for fiscal year 2018-19 and then the agreement outlines a three-year performance period and specifies payment terms applied during that timeframe. However, no updated or renewed agreements

applicable to fiscal year 25 was provided.

So out of the 100, I mean --

MS. JOHNSON: Can you give us a copy of that? We'll come back and respond to that, especially the HR Department. Oh, it's in the findings? Okay.

MS. FERTIG: It's here and it's also an exhibit on pages 43 and 44.

MS. JOHNSON: So that's some of the things that we asked to address how we're going to -- these findings, how we're going to resolve them. So that's an HR finding and we're going to have to definitely communicate what we're going to do to resolve those findings. So I think that's going to be part of the ask; right; to come back and update how we're addressing those findings?

MS. FERTIG: And if there is a more current document, I think she's asking that --

MS. JOHNSON: Provide it.

MS. FERTIG: Provide that as part of this audit. Actually, before you transmit it to the board, provide, you know -- yes. Is that good, Muriel; does that work for us?

MS. THEOPHIN-ATILUS: Yeah, that would be fine.

MS. FERTIG: Okay. So we don't need to vote on it, you're going to get those documents. You're going to get us the status and it's on our follow-up.

MS. JOHNSON: All right. Thank you.

MS. FERTIG: Okay.

MR. GILBERT: Point of clarification, Madam Chair?

MS. FERTIG: Yeah.

MR. GILBERT: Just to make sure I just followed the backflow, I'm pretty sure I'm clear on it, but I just want to make sure everyone is.

MS. FERTIG: Yeah.

MR. GILBERT: So we just want to make sure that, although the document may be dated, the compensation has been updated, but we just want to verify that the two are bridged; correct?

MS. FERTIG: Right.

MR. GILBERT: Thank you.

MS. FERTIG: Thank you.

MR. GILBERT: Mm-hmm.

MS. FERTIG: You got all that; right?

Okay. Thank you all, and we're going to move, if it's okay, to the Internal Audit of Human Resources.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	DD. Chief Auditor
DEPARTMENT:	Auditing

Agenda Item Number:	DD-2.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Internal Funds Audit Report-Audit of the Internal Funds of Selected Schools

REQUESTED ACTION:

Receive Internal Funds Audit Report-Audit of the Internal Funds of Selected Schools. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome (s)/Return on Investment, Financial Impact, and Rationale, please see Executive Summary.

EXHIBITS:

- Executive Summary
- OCA Internal Funds Audit Rpt
- 061826 Meeting Excerpts

FINANCIAL IMPACT:

There is no financial impact to the District. The audit was funded through the General Fund allocation of the Office of the Chief Auditor and included in the FY26 adopted budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 4: Accountability **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark Magli	Phone:	754-321-2400
Name:	Nakia Gouldbourne	Phone:	754-321-2400

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Magli, Chief Auditor

Signature

Mark Magli, Chief Auditor

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark Magli
Title: Chief Auditor
Phone: 754-321-2430

EXECUTIVE SUMMARY

Internal Funds Audit Report - Audit of the Internal Funds of Selected Schools

Board Meeting Date: July 28, 2026

Requested Action: Receive Internal Funds Audit Report – Audit of the Internal Funds of Selected Schools

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Policy 1700 Office of the Chief Auditor & Policy 3410 Internal Funds
Statutory Requirement	• 6A-1.001 F.A.C & Florida Statute1001.42(12)(l)
If the School Board votes "Yes"	• The Board would formally receive the audit report on the Internal Funds of Selected Schools in accordance with applicable laws, rules and policies.
If the School Board votes "No"	• The Board would not formally receive the audit report as required by Florida statute, which could result in noncompliance with statutory oversight requirements.
Alignment to the 2027 Strategic Goals and Guardrails	• This item aligns with Guardrail 4: Accountability, which includes expectations, evaluation, transparency, and continuous improvement.
Measurable Outcome(s)/Return on Investment	• See chart below.

Background/History

This report includes the audited internal funds of forty (40) schools for the 2024-25 school year. Thirty-six (36) schools generally complied with controls in place without exception to promote compliance with the School Board's policies and procedures. There are four (4) schools with audit exceptions.

The Audit Committee reviewed and approved to transmit this report to the School Board at the June 18, 2026 Audit Committee meeting.

School	Exception	Rating	Financial Impact
Glades Middle School	Yearbook – The yearbook vendor issued a refund, which was deposited with the Broward Education Foundation instead of the school's internal funds account.	High	$4,980 (School Level)
Norcrest Elementary School	Before and After Care – Afterschool Care Activity Fee account had an ending balance of $8,108.43, significantly exceeding the allowable carryover limit of approximately $2,400. The monthly activity fee charged was not reduced in the subsequent year as required by the BASCC handbook.	Medium	N/A
Nova Blanche Forman Elementary School	Money Collections – Eight (8) BC-40P receipt books for cash collections were not retained and presented for audit as required by Florida Red Book Chapter 8 and SPB I-302.	High	Unable to Determine
Rock Island Elementary School	Money Collections – One (1) BC-40P receipt book for cash collections was not retained and presented for audit as required by Florida Red Book Chapter 8 and SPB I-302	High	Unable to Determine

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	**Piggyback Agreement** (Yes/No): N/A **Acquisition Method**: N/A

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:
There is no financial impact to the District. This report is funded through the General Fund allocation of the Office of the Chief Auditor and included in the adopted FY26 budget.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
N/A	N/A	N/A

Budget Authority Request(s)

This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	N/A
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup: Internal Funds Audit Report
Meeting Excerpts

INTERNAL FUNDS AUDIT REPORT

Audit of the Internal Funds of Selected Schools



To be presented to the:

Audit Committee on
June 18, 2026

The School Board of Broward County, Florida on
July 28, 2026

By

The Office of the Chief Auditor

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or email eeo@browardschools.com.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or email eeo@browardschools.com.

browardschools.com

Established 1915
BROWARD
County Public Schools

Office of the Chief Auditor
Mark Magli, Chief Auditor
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301
phone: 754-321-2400 • fax: 754-321-2719
mark.magli@browardschools.com
www.browardschools.com/audit

The School Board of Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

June 9, 2026

Members of the School Board of Broward County, Florida
Members of the School Board Audit Committee
Dr. Howard Hepburn, Superintendent of Schools

Ladies and Gentlemen,

We have audited the Statement of Changes in Fund Balances for the Internal Funds of forty (40) schools pursuant to the Florida State Board of Education, Administrative Rule 6A-I.00 I and School Board Policy 1700. Each school is responsible for the preparation of the Statement of Changes in Fund Balances. Our responsibility is to express an opinion on these statements based on our audits.

We conducted our audits in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform these audits to obtain reasonable assurance that the financial statements are free of material misstatements. The audit at these schools included an examination of the Internal Funds.

An audit includes evaluating and examining, on a test basis, the financial statements and supporting documents. In planning and performing our audits of the schools' financial statements, we considered the internal control structures. Our review of the internal control structures facilitates the development of the audit procedures and the expression of an opinion on the financial statements. We believe our audits provide a reasonable basis for our opinion.

The schools' records were maintained in conformity with the School Board's accounting procedures for Internal Funds. These accounting procedures require all financial transactions be recorded on a cash basis method, with no records maintained on accounts receivables, accounts payable, or accruals. Accordingly, the Statements of Changes in Fund Balances, as shown in this report, do not present the financial position or the results of operations of the school in the manner required by generally accepted accounting principles.

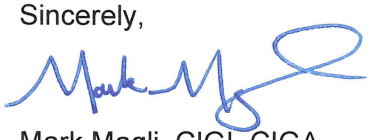
Established 1915
BROWARD
County Public Schools

Our audits indicated that thirty-six (36) schools in this report generally complied with prescribed policies and procedures. The four (4) remaining schools' reports contained audit exceptions.

In our opinion, the Statement of Changes in Fund Balances for the schools present fairly the changes in fund balances of the schools' Internal Funds, arising from cash transactions.

We wish to express our appreciation to the administration and staff for their cooperation and courtesies extended during our audit.

Sincerely,



Mark Magli, CIGI, CIGA
Chief Auditor
Office of the Chief Auditor

Audits Supervised and Reviewed by:

Mark Magli, CIGI, CIGA
Nakia Gouldbourne, MBA, CIA, CRMA

Audits Performed by:

Patrick Beauvoir
Alexandra Corrales-Giron
Elizabeth Gabay
Joy Hipolito
Venesha Lewin
Toyya Lewis
Raysa Lugo
Beverly Mungal
Cynthia Sheffield
Dr. Kathleen Watson-Wilkin

TABLE OF CONTENTS

PAGE

AUTHORIZATION……1

SCOPE, OBJECTIVE, AND METHODOLOGY……1-2

SECTION I: Audit Reports with Exceptions

Summary of Reports with Exceptions……3
Glades Middle School ……4-7
Response……8-10
Nocrest Elementary School …….. ……11-14
Response……15-16
Nova Blanche Forman Elementary School …….. ……17-20
Response……21-23
Rock Island Elementary School . ……24-27
Response……28-31

SECTION II: Audit Reports with No Exceptions

Anabel C. Perry PK-8…,……32-33
Atlantic West Elementary School……34-35
Broadview Elementary School……36-37
Coconut Palm Elementary School……38-39
Coral Springs Elementary School……40-41
Coral Springs Middle School……42-43
Country Isles Elementary School……44-45
Croissant Park Elementary School……46-47
Dolphin Bay Elementary School……48-49
Flamingo Elementary School……50-51
Forest Glen Middle School……52-53
Fox Trail Elementary School……54-55
Horizon Elementary School……56-57
Miramar Elementary School……58-59
New Renaissance Middle School……60-61
North Andrews Gardens Elementary School……62-63
Olsen Middle School……64-65
Oriole Elementary School……66-67
Plantation Middle School……68-69
Pompano Middle School……70-71
Ramblewood Elementary School……72-73
Riverland Elementary School……74-75
Riverside Elementary School……76-77
Sanders Park Elementary School……78-79

TABLE OF CONTENTS (cont.)

Silver Lakes Elementary School……80-81
Silver Lakes Middle School……82-83
Silver Shores Elementary School……84-85
Stephen Foster Elementary School……86-87
Stirling Elementary School……88-89
Tamarac Elementary School……90-91
Tradewinds Elementary School……92-93
West Hollywood Elementary School……94-95
Westpine Middle School……96-97
Westwood Heights Elementary School……98-99
Whiddon-Rogers Education Center……100-101
Wilton Manors Elementary School……102-103

SECTION III: Appendices

Appendix A – Summary of Exceptions for Fiscal Year 2025……A.1

Appendix B – BSC/Non-BSC Bookkeeper Employed & Audit Exceptions……B.1 – B.3

Appendix C – General Information on Internal Funds……C.1 – C.5

INTERNAL AUDITOR'S REPORT

AUTHORIZATION

State Board of Education Rule 6A-1.1001, Florida Administrative Code, requires District School Boards to provide for audits of Internal Funds. In accordance with School Board Policy 1700 and the Audit Plan for the 2025-26 fiscal year, the Office of the Chief Auditor has audited the financial statements for the location listed in the Table of Contents section of this report. The financial statements were prepared on the basis of cash receipts and disbursements, which is a comprehensive basis of accounting other than generally accepted accounting principles. These financial statements are the responsibility of the Principal/Director. Our responsibility is to express an opinion on these financial statements based on our audits.

SCOPE, OBJECTIVES, AND METHODOLOGY

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. We selected and tested a representative sample of receipts and disbursements for the audited location. We also analyzed selected activities where the location generated significant revenues. An audit also includes assessing the accounting principles and significant estimates made by the administration, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

We perform our audits with the objectives of:

- expressing an opinion on the financial statements of the location.
- evaluating compliance by the location with the policies and procedures prescribed by the Standard Practice Bulletins.
- evaluating the internal control structure at the location to determine the extent to which selected control environment factors promote compliance with the policies and procedures prescribed by the Standard Practice Bulletins.

We conducted our audits in accordance with generally accepted government auditing standards issued by the Comptroller General of the United States. Those standards require we plan and perform these audits to obtain reasonable assurance that the financial statements are free of material misstatements.

Statement of Changes in Fund Balances

In our opinion, the statements of changes in fund balance contained in these audit reports present fairly, in all material respects, the changes in fund balances arising from cash transactions reflected in the financial statements of the location, on the cash basis of accounting.

Compliance

We also tested compliance with selected policies and procedures prescribed by the Florida Department of Education Financial and Program Cost Accounting & Reporting for Florida Schools and The School Board of Broward County.

Internal Control Structure

In planning and performing our examinations, we obtained an understanding of the:

- internal control structure established by the administration.
- operational internal control policies and procedures relevant to cash receipts and disbursements.
- assessed level of controlled risk to determine the nature, timing, and extent of substantive tests for compliance with applicable laws, administrative rules, and district policies; including the reliability of financial records and the safeguarding of assets.

The scope of our audits also included an assessment of the controls in place at the location to promote compliance with the Standard Practice Bulletins, which contain the procedures established to control the use of the Internal Funds. A material weakness is a reportable condition in which the design or operation of one or more of the internal control structure elements does not reduce to a relatively low level the risk that material errors or irregularities in the location's financial records, cash receipts, and disbursements, may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions.

The results of our audit for the individual locations are included within the report.

Section I:

Audit Reports with Exceptions

THE OFFICE OF THE CHIEF AUDITOR
SUMMARY OF INTERNAL AUDIT REPORTS WITH EXCEPTIONS

School and Region	Audit Committee Report Date	Region	FY 2025 Bookkeeper	Audit Exceptions	Guidance
Glade Middle School	6/18/2026	South	**BSC**	Yearbooks	Chapter 8, Policy 3410, SPB I-101
Norcrest Elementary School	6/18/2026	North	**BSC**	Before and After Care Activity Fee	Chapter 8, Policy 4390
Nova Blanche Forman Elementary School	6/18/2026	Central	**Non-BSC**	Missing Receipting Documentation	Chapter 8, SPB I-302, I-404
Rock Island Elementary School	6/18/2026	STO	**BSC**	Missing Receipting Documentation	Chapter 8, SPB I-302

Glades Middle School

2025

GLADES MIDDLE SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	16700 SW 48th Court, Miramar, FL 33027
Region:	South
Regional Supt:	Alan Strauss
Director:	Teresa Hall
Principal:	Daniela Fatout
Bookkeepers:	Alba Garcia – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:	
Checking Account – JP Morgan Chase Bank	$59,788.59
TOTAL	$ 59,788.59

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Glades Middle School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

YEARBOOKS

Per the *Financial & Program Cost Accounting & Reporting for Florida Schools* ("Red Book") Chapter 8, 1.2 Bank Accounts, each school shall have only one checking account and all monies received by the school will be deposited intact as collected into this account, and all disbursements will be made by checks drawn on this account. Standard Practice Bulletin ("SPB") I-101, General Policy Section VII. Cooperative School Organizations states, cooperative school organizations are independent legal entities separate from the district school board and schools. To avoid violations of School Board Policy, activities of cooperating school organizations should be conducted in a manner that clearly distinguishes them from student activities which are extracurricular activities or an extension of the district school program. Additionally, all monies collected or disbursed by district school employees for the benefit of that school shall be recorded in the school's Internal Funds accounts.

A review of *Account 4882-0000 Yearbook* FY2025 activity indicated that a deposit was paid to the yearbook vendor, on November 12, 2024, in the amount of $4,900.00 for invoice 501711-0. The funds used for the deposit were from the carryover balance of yearbook activity from previous years. The auditor requested the final invoice for the yearbooks; however, a final invoice was not provided. The school bookkeeper indicated that all sales were processed through the vendor's website.

A request for the sales data from the vendor indicated that a refund was issued to the school in the amount of $4,980.00, which was comprised of the initial $4,900.00 deposit and $80.00 in profits from online sales, in August 2025. The auditor could not locate the deposit in the school's bookkeeping system or bank records. Upon inquiry, the school's bookkeeper informed the auditor that the funds were deposited with Broward Education Foundation. The Principal explained, "the funds were deposited into the Broward Education Foundation GMS Fund rather than the schools Internal Account to provide greater flexibility in spending to take advantage of cost-saving measures when purchasing items and resources for our students." Per District Policy 3410 Internal Funds, all monies collected or disbursed by school personnel or by students within a school, in connection with the school program, for the benefit of that school, a class, club, department, employee or student, shall be recorded in the school's internal funds.

Recommendation

The Office of the Chief ("OCA") recommends that the Principal review the requirements of Red Book Chapter 8, Policy 3410 and SPB I-101 as they relate to funds received for student activity accounts and ensure they are deposited into the school's designated Internal Funds bank account. Additionally, the school's internal funds must not be commingled with a cooperative school organization's funds.

The OCA recommends that the Business Support Center provide the Principal with additional support in implementing formal procedures and controls. The additional support should include comprehensive training for relevant staff and the Bookkeeper/Budget Support Specialist on their responsibilities and requirements.

GLADES MIDDLE SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024-2025

FUND	BEGINNING BALANCES	DEBIT (FUND -)	CREDIT (FUND +)	TRANSFERS OUT	TRANSFERS IN	ENDING BALANCES
Athletics	$ 2,221.35	$ 1,837.59	$ 4,281.00	$ 3,294.84	$ -	$ 1,369.92
Music	3,878.90	29,630.49	25,414.00	4,270.56	6,695.52	2,087.37
Classes	1,674.80	162,447.33	163,961.00	5,029.72	1,139.85	109.80
Clubs	35,053.21	14,745.04	6,002.40	6,303.03	2,917.66	22,925.20
Departments	5,981.30	9,313.39	11,828.73	4,676.97	1,868.23	5,687.90
Trusts	15,191.48	106,051.21	88,240.01	9,730.16	23,840.06	12,036.51
General	16,525.86	2,838.00	3,071.11	2,478.00	1,290.92	15,571.89
TOTALS	$ 80,526.90	$ 326,863.05	$ 302,798.25	$ 35,783.28	$ 37,752.24	$ 59,788.59

Established 1915
BROWARD
County Public Schools

Ryan A. Smith, Director
Business Support Center

PHONE: 754-321-0668 **FAX:** 754-321-0591 **EMAIL:** ryan.smith@browardschools.com

June 1, 2026

TO: Mark Magli, Chief Auditor
Office of the Chief Auditor

FROM: Ryan A. Smith, Director
Business Support Center

Daniela Fatout, Principal
Glades Middle School

SUBJECT: **RESPONSE - AUDIT REPORT ON INTERNAL ACCOUNTS - FISCAL YEAR 2024-25**

This correspondence acknowledges receipt and review of the Internal Audit Report for Glades Middle School for Fiscal Year 2024–2025. The audit identified one exception related to the handling and deposit of yearbook funds.

During FY 2024–2025, the school utilized a School Allied Group (SAG) to manage yearbook activities; however, prior to this transition, an initial deposit of $4,900.00 was made to the vendor using carryover funds from the Yearbook Club account. At the conclusion of sales, the vendor issued a refund totaling $4,980.00, which included the original deposit and $80.00 in net proceeds.

The refunded funds were inadvertently directed to the Broward Education Foundation (BEF) Glades Middle School Fund rather than being deposited into the school's Internal Funds account. This action was not in compliance with District Policy 3410, which requires all funds associated with school-related activities to be recorded within the school's Internal Funds and prohibits commingling with external entities.

Corrective action has been implemented. The funds were returned by the Broward Education Foundation and deposited into the school's Yearbook Internal Funds account on May 27, 2026, and recorded accordingly.

To prevent recurrence, administration and financial staff have been reminded of the requirements of District Policy 3410, the Red Book, and SPB I-101. The Business Support Center will provide continued guidance and oversight to ensure proper handling, recording, and deposit of all Internal Funds transactions. Additionally, the school acknowledges that if a SAG is utilized in the future, all financial transactions must be managed independently by the SAG.

SUBJECT: **RESPONSE- AUDIT REPORT ON INTERNAL ACCOUNTS-FISCAL YEAR 2024-25**

PAGE: 2

The Business Support Center and Glades Middle School take these findings seriously and remain committed to maintaining sound financial practices and ensuring full compliance with District policies and applicable guidelines.

Please contact me at 754-321-0668 if additional information is needed.

cc: Alan Strauss
John W. White
Teresa Hall
Nakia Gouldbourne
Zorimar Melendez
Victoria Phillips

Established 1915
BROWARD
County Public Schools

ALAN STRAUSS, SOUTH REGIONAL SUPERINTENDENT, TEACHING & LEARNING
OFFICE OF THE SOUTH REGIONAL SUPERINTENDENT

PHONE: 754-321-3200 **FAX:** 754-321-3216 **EMAIL:** alan.strauss@browardschools.com

June 1, 2026

TO: Mark Magli,, Chief Auditor
Office of the Chief Auditor

FROM: Alan Strauss, South Regional Superintendent
Office of the South Regional Superintendent

SUBJECT: **AUDIT REPORT ON INTERNAL ACCOUNTS**
GLADES MIDDLE SCHOOL – FISCAL YEAR 2025

This correspondence acknowledges receipt and review of the findings from the Internal Audit performed for fiscal year 2025 for Glades Middle School.

The South Regional Superintendent's office acknowledges the gravity of these findings and is committed to ensuring that the Principal implements the recommendations provided by the Office of the Chief Auditor, as well as the corrective actions established by the Business Support Center. Additionally, the South Region Director will incorporate an evaluation of the newly adopted procedures during regularly scheduled site visits with the Principal and offer guidance and support to foster ongoing improvement.

AS:mag

c: Teresa Hall, Director, South Regional Superintendent
Ryan Smith, Director, Business Support Center
John White, Executive Director, Procurement and Logistic Operations
Nakia Gouldbourne, Director, Office of the Chief Auditor
Elizabeth Gabay, Auditor III, Office of the Chief Auditor

Norcrest Elementary School
2025

NORCREST ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	3951 NE 16th Avenue, Pompano Beach, FL 33064
Region:	North
Regional Supt:	Jermaine Fleming
Director:	Melissa Gurreonero
Principal:	Maximo Castillo
Bookkeepers:	Ronar Defranc – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:	6/30/25
Checking Account – JP Morgan Chase Bank	$ 35,151.00
TOTAL	$ 35,151.00

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Norcrest Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

BEFORE AND AFTER CARE

Per *Financial & Program Cost Accounting & Reporting for Florida Schools* ("Red Book") Chapter 8, 2.4 Trust Accounts, b. "Trust Funds shall be expended only for the purpose for which collected. When the purpose of the trust funds has been accomplished or becomes inoperative, unused trust funds shall be returned to the persons from whom collected, if practicable… Funds that cannot be returned shall be handled in accordance with district school board policies".

The School Board Operated ("SBO") Before and After School Child Care ("BASCC") Operational Handbook is written in accordance with School Board Policy 4390, Child Care Programs. Per the handbook, in addition to a monthly BASCC fee, the SBO programs may charge a monthly BASCC activity fee for snacks, materials, supplies as well as field trips and activities on and off campus. The activity fees can only be used for BASCC students and every effort must be used to expend fees during the year collected. Per the handbook, if the activity fee ending balance carries over more than two pay periods of fees, the program must lower the activity fee charged by 20% in the following year.

In fiscal year 2025, *Account 6005-0000 Afterschool Care - Activity Fee* ended with a balance of $8,108.43 which significantly exceeded the acceptable carryover limit of two pay period of fees, approximately $2,400.00. Additionally, the $15.00 monthly activity fee charge was not reduced as required. As of April 2026, the balance of *Account 6005-0000 Afterschool Care - Activity Fee* was $16,911.50.

Norcrest Elementary Activity Fee	Beginning Balance	Collections	Usage	Ending Balance
FY2025	$920.23	$12,100.60	$4,912.40	$8,108.43

Recommendation

The Office of the Chief Auditor ("OCA") recommends that the Principal and the school's BASCC program director review the SBO Before and After School Child Care Operational Handbook in accordance with School Board Policy 4390 to ensure that the activity fee charged is adjusted to the planned usage for BASCC program activities.

NORCREST ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ -	$ -	$ -	$ -	$ -	$ -
Music						-
Classes	4,808.35	23,551.80	21,226.42	2,549.09	4,766.11	4,916.71
Clubs	4,069.58	2,189.00	1,497.69	649.00	649.00	4,760.89
Departments	1,960.52	109.82	654.39	18.24	185.95	1,248.24
Trusts	4,060.15	217,518.77	212,079.21	6,695.38	3,154.76	13,040.33
General	8,572.72	3,768.00	-	1,780.02	2,935.91	11,184.83
TOTALS	$ 23,471.32	$ 247,137.39	$ 235,457.71	$ 11,691.73	$ 11,691.73	$ 35,151.00

Established 1915
BROWARD
County Public Schools

MAXIMO F CASTILLO, PRINCIPAL
NORCREST ELEMENTARY SCHOOL

PHONE: 754-322-7250 **EMAIL:** maximo.castillo@browardschools.com

DATE: May 28, 2026

TO: Mark Magli, Chief Auditor
Office of the Chief Auditor

FROM: Maximo F. Castillo, Principal
Norcrest Elementary School Max Castillo

SUBJECT: **RESPONSE- AUDIT REPORT ON INTERNAL ACCOUNTS-FISCAL YEARS 2024 - 2025**

This correspondence acknowledges receipt and prompt review of the findings from the Internal Audit performed for fiscal years (FY) 2024-25 for Norcrest Elementary School. The audit identified one exception related to the location's Before and After School Child Care (BASCC) activity fee.

In response to the recommendations from the Office of the Chief Auditor (OCA), the following actions have been taken:

- The school has reduced the FY 2025-26 activity fee to comply with the program handbook requirements.
- As the pricing and use of activity fees fall outside the BSC's scope, the BSC consulted with the Principal and the Director of the BASCC program regarding appropriate corrective measures. It was agreed that BASCC district leadership will continue to lead monitoring and communicating with principals about activity fee balances, allowable carryover limits, and ensuring all fees align with handbook guidelines. Principals will determine the appropriate actions, when needed, and the BSC will support their implementation as it relates to our role and responsibilities.

After further review, the principal indicated that they did not receive the electronic communication, as they were not included on the BAS_NorcrestES_Principal distribution list (BAS_NorcrestES_Principal@browardschools.com). To remedy this, the Director of Before and After School Child Care was notified to confirm and update the mailing group.

The BSC takes these audit findings seriously and remains committed to supporting schools in maintaining sound financial operations. We are confident these corrective actions will help prevent similar audit exceptions in the future.

Please contact me directly at 754-321-0668 if I may be of further assistance.

cc:
Dr. Jermaine Fleming
Melissa Gurreonero
Nakia Gouldbourne
Ryan Smith

Established 1915
BROWARD
County Public Schools

DR. JERMAINE V. FLEMING, REGIONAL SUPERINTENDENT
NORTH REGIONAL OFFICE

PHONE: 754-321-3600 **FAX:** 754-321-3630 **EMAIL:** jermaine.fleming@browardschools.com

June 4, 2026

TO: Mark Magli, Chief Auditor
Office of the Chief Auditor

FROM: Dr. Jermaine V. Fleming, Regional Superintendent
North Regional Office

SUBJECT: AUDIT REPORT ON INTERNAL ACCOUNTS – FISCAL YEAR 2024-25
NORCREST ELEMENTARY

The North Regional Office has reviewed the audit findings and recommendations regarding the Before and After School Child Care (BASCC) activity fee account at Norcrest Elementary School.

We concur with the recommendation provided by the Office of the Chief Auditor and support the corrective actions outlined by the principal and BASCC program leadership. The school administration will review the School Board Operated Before and After School Child Care Operational Handbook and ensure that activity fee collections, expenditures, and carryover balances are aligned with School Board policies and established procedures.

To ensure continued compliance, the North Regional Office will monitor the school's implementation of corrective actions through regularly scheduled meetings with the principal. Attention will be given to the oversight of aftercare program operations, activity fee utilization, and account balances to ensure that funds are expended for their intended purpose and that future activity fee assessments are appropriately aligned to planned program expenditures.

The North Regional Office will continue to provide guidance, support, and oversight to ensure compliance with District expectations and to prevent recurrence of the audit finding.

JF/MG:sr

C: Mrs. Melissa Gurreonero, Director, North Regional Office
Mr. Maximo Castillo, Principal, Norcrest Elementary

Nova Blanche Forman Elementary School

2025

NOVA BLANCHE FORMAN ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	3521 SW Davie Road, Davie, FL 33314
Region:	Central
Regional Supt:	Ted Toomer
Director:	Ducarmel Augustin
Principal:	Russell Schwartz
Bookkeepers:	Mary Ann Zitnick

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	7,669.75
Investment		
Treasurer's Pool Account		10,000.00
TOTAL	$	17,669.75

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Nova Blanche Forman Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

Money Collections

Per *Financial & Program Cost Accounting & Reporting for Florida Schools* ("Red Book") Chapter 8, 1.4 Cash Collections, and Deposits a. "All money collected by the school must be substantiated by pre-numbered receipts, consecutively numbered class receipt records, reports of monies collected, prenumbered tickets, reports of tickets issued and sold, or other auditable records." Standard Practice Bulletin ("SPB") I-302 Cash Collections states that all receipting documents and pre-numbered tickets shall be maintained on perpetual inventories and the collection amounts are reconciled to the amounts recorded on receipting documentation and in Great Plains, financial accounting system.

During our review of receipting documents, we noted eight (8) BC-40P receipts books were not provided for audit. SPB I-404 Certificates of Loss requires schools to complete a *Certificate of Loss* to document the circumstances surrounding the loss of the receipt books and to promptly notify the school's Principal.

Recommendation

The Office of the Chief Auditor ("OCA") recommends that the school Principal review Red Book Chapter 8, SPB I-302 and SPB I-404 to develop proper controls over receipting documents.

The OCA recommends that the Business Support Center provide the Principal with additional support in implementing formal procedures and controls. The additional support should include comprehensive training for staff on their responsibilities and requirements

NOVA BLANCHE FORMAN ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 3,529.73	$ 36,307.02	$ 35,113.64	$ 217.62	$ 901.58	$ 4,039.15
Clubs	1,459.73	1,599.00	1,568.17	-	31.17	1,459.39
Departments	5,235.72	231.74	9.29	127.46	-	5,585.63
Trusts	1,953.65	204,690.47	205,648.69	13,807.77	13,255.84	1,547.36
General	2,894.83	2,357.38	249.73	35.74	-	5,038.22
TOTALS	$ 15,073.66	$ 245,185.61	$ 242,589.52	$ 14,188.59	$ 14,188.59	$ 17,669.75

Established 1915
BROWARD
County Public Schools

Nova Blanche Forman Elementary
Russell Schwartz, Principal
Candy Boyce, Assistant Principal
3521 Southwest Davie Road
Davie, Florida 33314
phone: 754-323-6600 • fax: 754-323-6640
Russell.Schwartz@Browardschools.com
https://www.browardschools.com/novablancheforman

The School Board of Broward County, Florida

Debra Hixon, Chair
Sarah Leonardi, Vice Chair
Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera Esq.
Dr. Jeff Holness
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

May 20, 2026

To: **Dr. Ted Toomer, Regional Superintendent**
Central Region Office

From: **Russell Schwartz, Principal**
Nova Blanche Forman Elementary School

Subject: **Internal Accounts Audit Report for Fiscal Year 2025**

During our recent Internal Accounts Audit conducted by the Office of the Chief Auditor, it was noted that eight (8) BC-40P receipt books were not available for review during the audit process. The absence of these receipt books was the result of significant water damage caused by a school flood that occurred in July 2024.

As a result of the flooding, multiple classrooms, furniture, storage areas, and closets required replacement or reconstruction. In addition, numerous materials and records sustained irreparable water damage and had to be discarded. The vault in which the receipt books were stored required complete demolition and restoration. At the time of the flood, the receipt books were stored in a box on the floor of the vault and were extensively damaged by water exposure. The damaged receipt books were subsequently sent for destruction in December 2024.

It is also important to note the following:

· The last activity associated with the eight receipt books occurred in 2020.

· Our school discontinued accepting cash payments in 2020 following the COVID-19 pandemic.

To ensure continued compliance with established protocols and guidelines, we will implement the following corrective actions:

· I will conduct a thorough review of Red Book Chapter 8, SPB I-302, and SPB I-404 to reinforce and refine proper controls related to receipting documents.

· We will collaborate with the Business Support Center to strengthen formal procedures and internal controls, including comprehensive training for both the principal and bookkeeper regarding responsibilities and compliance requirements.

· We will continue our current practice of not accepting cash payments.

· We will complete and submit a Certificate of Loss for each of the eight BC-40P receipt books and will ensure that any future lost or missing items are documented immediately through the completion of a Certificate of Loss form.

Please feel free to contact me if you require any additional information or clarification.

RWS:lc
Attachments

Copy:
Dr. Ducarmel Augustin
Ms. Monique Robinson
Ms. Lisa Carozza
Ms. Maryann Zitnick

Established 1915
BROWARD
County Public Schools

DR. TED D. TOOMER, CENTRAL REGIONAL SUPERINTENDENT
CENTRAL REGIONAL OFFICE

PHONE: 754-321-3000 **FAX:** 754-321-3049 **EMAIL:** ted. toomer@browardschools.com

May 28, 2026

TO: Mark Magli, Chief Auditor
Office of the Chief Auditor

FROM: Ted D. Toomer, Ed.D.
Central Regional Superintendent

SUBJECT: NOVA BLANCHE ELEMENTARY SCHOOL INTERNAL AUDIT – FY 2025

This correspondence acknowledges receipt and review of the audit findings for fiscal year 2025 for Nova Blanche Elementary School. I have read the response to the findings as well. In addition to the corrective measures the principal is instituting, the Office of the Central Regional Superintendent will provide the following support and oversight in assisting the school in this area:

- The director will review Redbook Chapter 8, and Standard Practice Bulletins I-302 and I-404 with the principal to develop proper controls over receipting documents.
- The director will ensure the principal is provided with support from the Business Support Center in implementing formal procedures and controls, as well as comprehensive training for staff regarding their responsibilities and requirements.
- The director will include a review of the school procedures in the regularly scheduled site visits with the principal and provide appropriate guidance and support for improvement.

The Office of the Central Regional Superintendent recognizes the seriousness of these audit findings. We will work with the school to develop, implement, and monitor sound business practices that should prevent further occurrences of this nature. As always, I may be reached at 754-321-3000 for additional information.

TT/DA:smr

c: Ducarmel Augustin, Ph.D., Director, Teaching & Learning
Kristi Rippo, Principal, Nova Eisenhower Elementary School

Rock Island Elementary School

2025

ROCK ISLAND ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	2350 NW 19th Street, Fort Lauderdale, FL 33311
Region:	School Transformation Office
Regional Supt:	Veda Hudge
Director:	Francine Baugh-Stewart
Principal:	Cormic Priester
Bookkeepers:	Michael Borrelli – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:	6/30/25
Checking Account – JP Morgan Chase Bank	$ 27,605.46
TOTAL	$ 27,605.46

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Rock Island Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

Money Collections

Per *Financial & Program Cost Accounting & Reporting for Florida Schools* ("Red Book") Chapter 8, 1.4 Cash Collections, and Deposits a. "All money collected by the school must be substantiated by pre-numbered receipts, consecutively numbered class receipt records, reports of monies collected, prenumbered tickets, reports of tickets issued and sold, or other auditable records." Standard Practice Bulletin ("SPB") I-302 Cash Collections states that all receipting documents and pre-numbered tickets shall be maintained on perpetual inventories and collection amounts are reconciled to the amounts recorded on receipting documentation and in Great Plains.

During the inventory and analysis of collections recorded in BC-40P Receipt Books and Monies Collection Envelopes, BC-40P Book #2309 (6124701) was not made available for audit. There was no indication that this book was signed out on the log and no *Certificate of Loss* was completed prior to the audit.

Recommendation

The Office of the Chief Auditor ("OCA") recommends that the school Principal review Redbook Chapter 8 and Standard Practice Bulletin I-302 and develop proper controls over receipting instruments.

The OCA recommends that the Business Support Center provide the Principal with additional support in implementing formal procedures and controls. The additional support should include comprehensive training for staff on their responsibilities and requirements.

ROCK ISLAND ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ -	$ -	$ -	$ -	$ -	$ -
Music						-
Classes	1,755.85	23,214.88	15,648.38	3,988.58	8,370.02	4,940.91
Clubs	1,151.53	329.10	513.07	170.29	3.53	1,134.32
Departments	3,454.31	3,838.19	3,610.08	24.01	0.01	3,706.42
Trusts	8,204.58	29,327.81	27,493.74	12,267.90	8,735.69	13,570.86
General	1,839.06	3,047.62	1,292.20	1,235.38	576.91	4,252.95
TOTALS	$ 16,405.33	$ 59,757.60	$ 48,557.47	$ 17,686.16	$ 17,686.16	$ 27,605.46

Established 1915
BROWARD
County Public Schools

Ryan A. Smith, Director
Business Support Center

PHONE: 754-321-0668 **FAX:** 754-321-0591 **EMAIL:** ryan.smith@browardschools.com

June 1, 2026

TO: Mark Magli, Chief Auditor
Office of the Chief Auditor

FROM: Ryan A. Smith, Director
Business Support Center

Cormic Priester, Principal
Rock Island Elementary School

SUBJECT: **RESPONSE - AUDIT REPORT ON INTERNAL ACCOUNTS - FISCAL YEAR 2024-25**

This correspondence acknowledges receipt and review of the Internal Audit Report for Rock Island Elementary School for Fiscal Year 2024–2025. The audit identified one exception related to a missing receipt book.

In alignment with the Office of the Chief Auditor's (OCA) recommendations, the following corrective actions will be taken to provide additional support to the location.

- The Bookkeeper assigned to the location will attend mandatory training on cash collections and receipting standards by **July 31, 2026.**
- The Supervisor of Internal Funds will perform two site visits before **October 1, 2026,** to confirm the school is operating within established standards for receipting processes and inventory verification.
- The Principal will ensure all sponsors complete required District training prior to assuming sponsor responsibilities and will replace any sponsor who fails to adhere to established standards and procedures.

In addition to these actions, documentation and follow-up actions consistent with District standards have been completed, as applicable, to reinforce compliance with internal accounts controls.

The Business Support Center and Rock Island Elementary School take these findings seriously and remain committed to maintaining sound financial practices and ensuring full compliance with District policies and applicable guidelines.

SUBJECT: **RESPONSE- AUDIT REPORT ON INTERNAL ACCOUNTS- FISCAL YEAR 2024-25**

PAGE: 2

Please contact me at 754-321-0668 if additional information is needed.

cc: Veda Hudge
John W. White
Dr. Francine Baugh-Stewart
Nakia Gouldbourne
Zorimar Melendez
Victoria Phillips

Established 1915
BROWARD
County Public Schools

VEDA F. HUDGE, ASSISTANT SUPERTINTENDENT
SCHOOL TRANSFORMATION OFFICE

PHONE: 754-321-3800 **EMAIL:** BCPS_STO@browardschools.com

June 2, 2026

TO: Mark Magli, Chief Auditor
Office of the Chief Auditor

FROM: Dr. Veda F. Hudge, Assistant Superintendent
School Transformation Office

SUBJECT: SCHOOL TRANSFORMATION OFFICE RESPONSE – AUDIT REPORT ON INTERNAL ACCOUNTS – ROCK ISLAND ELEMENTARY SCHOOL, FISCAL YEAR 2024-2025

The School Transformation Office (STO) acknowledges receipt and review of the Internal Audit Report for Rock Island Elementary School for Fiscal Year 2024-2025. We appreciate the diligence of the Office of the Chief Auditor in identifying areas requiring additional attention and support.

The audit identified one exception related to a missing receipt book. We recognize the importance of maintaining strong internal controls and accountability measures to ensure compliance with District policies and procedures.

The School Transformation Office supports the corrective actions outlined by the Business Support Center and Rock Island Elementary School, including:

- Mandatory training for the assigned Bookkeeper on cash collection and receipting procedures.
- Follow-up monitoring visits by the Supervisor of Internal Funds to verify compliance with established standards.
- Ongoing oversight by the Principal to ensure all activity sponsors complete required District training and adhere to internal account procedures.

To further support the implementation of the corrective actions, the School Transformation Office will provide the following assistance:

- Conduct periodic monitoring of the school's progress toward full implementation of the corrective actions.
- Collaborate with school leadership to strengthen internal accountability systems and operational practices.
- Provide coaching and technical assistance to the administrative team regarding compliance expectations and best practices for internal accounts management.
- Monitor evidence of corrective actions during regularly scheduled school support visits to ensure sustained compliance.

The School Transformation Office remains committed to supporting Rock Island Elementary School in maintaining sound financial practices, strengthening internal controls, and ensuring adherence to all District policies and procedures. We will continue to work collaboratively with the Business Support Center and school leadership to address the audit finding and promote continuous improvement.

Should additional information be required, please do not hesitate to contact our office.

cc: Dr. Francine Baugh-Stewart, Director, STO
Ryan A. Smith, Director Business Support Center
Nakia Gouldbourne, Director, Audits
Cormic Priester, Principal, Rock Island Elementary

Section II:

Audit Reports with No Exceptions

ANNABEL C PERRY ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address: 6850 SW34th Street, Miramar, Florida 33023

Region: South

Regional Supt: Alan Strauss

Director: Davida Johnson

Principal: Jennifer Williams-O'Neal

Bookkeeper: Lisa Camposano – Business Support Center

CASH AND INVESTMENT SUMMARY

		6/30/25
Cash Account:		
Checking Account – J.P. Morgan Chase Bank	$	31,920.47
TOTAL	$	31,920.47

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Annabel C. Perry Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

ANNABEL C. PERRY PRE K-8

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 8,369.59	$ 3,266.75	$ 6,195.47	$ -	$ 36.35	$ 5,404.52
Music	3,536.48	1,568.00	1,850.41	1,459.16	1,756.49	2,956.74
Classes	2,244.21	18,767.47	18,755.99	2,834.25	2,556.60	2,533.34
Clubs	3,554.06	3,169.00	4,193.24	1,762.80	1,155.34	3,137.28
Departments	7,356.39	4,042.51	5,404.19	78.96	50.76	6,022.91
Trusts	13,086.00	22,723.71	25,108.09	4,543.76	6,379.59	8,865.79
General	1,259.77	483.92	-	1,340.35	84.15	2,999.89
TOTALS	$ 39,406.50	$ 54,021.36	$ 61,507.39	$ 12,019.28	$ 12,019.28	$ 31,920.47

ATLANTIC WEST ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	301 NW 69th Terrace, Margate, FL 33063
Region:	North
Regional Supt:	Jermaine Fleming
Director:	Ricardo Santana
Principal:	Shereen Reynolds
Bookkeepers:	Maneshia L. Mack – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	25,860.78
TOTAL	$	25,860.78

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Atlantic West Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

ATLANTIC WEST ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ -	$ -	$ -	$ -	$ -	$ -
Music						-
Classes	202.69	14,106.00	12,378.39	1,788.45	3,360.87	357.88
Clubs	1,739.28	2,607.77	1,353.32	681.40	434.79	3,240.34
Departments	3,653.93	29.00	-	14.40	-	3,697.33
Trusts	2,370.58	7,545.34	9,987.41	3,012.71	1,295.30	1,645.92
General	13,049.13	4,400.88	124.70	-	406.00	16,919.31
TOTALS	$ 21,015.61	$ 28,688.99	$ 23,843.82	$ 5,496.96	$ 5,496.96	$ 25,860.78

BROADVIEW ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	1800 SW 62nd Avenue, North Lauderdale, FL 33068
Region:	Central
Regional Supt:	Dr. Ted Toomer
Director:	Ducarmel Augustin
Principal:	Terri Glasford (January 2026 - Current) Joshua Kisten (July 2024 - January 2026)
Bookkeepers:	Chequita Butler – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	12,057.33
Investment		
Treasurer's Pool Account		16,000.00
TOTAL	$	28,057.33

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Broadview Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

BROADVIEW ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 4,879.01	$ 20,228.00	$ 17,465.28	$ 1,947.96	$ 3,792.79	$ 5,796.90
Clubs	2,029.35	-	38.34	22.57	-	2,013.58
Departments	7,918.25	8,744.86	8,725.86	62.58	31.29	7,968.54
Trusts	16,898.66	13,235.17	22,515.72	21,661.17	20,255.58	9,023.70
General	5,143.97	4,938.91	7,213.65	3,635.38	3,250.00	-3,254.61
TOTALS	$ 36,869.24	$ 47,146.94	$ 55,958.85	$ 27,329.66	$ 27,329.66	28,057.33

COCONUT PALM ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	13601 Monarch Lakes Blvd., Miramar, FL 33027
Region:	South
Regional Supt:	Alan Strauss
Director:	Davida Johnson
Principal:	Juan Alejo
Bookkeepers:	Wendy Duran De Hernandez – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	29,378.95
TOTAL	$	29,378.95

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Coconut Palm Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

COCONUT PALM ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Music	$ 150.93	$ 495.00	$ 645.22	$ 0.71	$ 0.71	$ 0.71
Classes	526.34	18,836.00	16,859.91	4,355.07	6,358.58	498.92
Clubs	1,066.66	1,487.00	1,304.41	596.98	761.89	1,084.34
Departments	1,004.05	5,189.23	4,882.78	1,220.79	1,230.64	1,300.65
Trusts	10,203.62	29,623.54	33,947.66	5,238.46	6,223.03	4,894.93
General	15,513.41	3,815.89	892.74	4,312.84	1,150.00	21,599.40
TOTALS	$ 28,465.01	$ 59,446.66	$ 58,532.72	$ 15,724.85	$ 15,724.85	$ 29,378.95

CORAL SPRINGS ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address: 3601 NW 110th Ave, Coral Springs, FL 33065

Region: North

Regional Supt: Dr. Jermaine Fleming

Director: Meredith Weiss-Schnur

Principal: Kendra Fulton

Bookkeeper: Chandrika Montgomery - Business Support Center (October 2024 – Current)
Eliana Notarmaso -Business Support Center (August 2024 – September 2024)
Alba Garcia -Business Support Center (July 2024)

CASH AND INVESTMENT SUMMARY

	6/30/25
Cash Account:	
Checking Account – J.P. Morgan Chase Bank	$ 25,167.13
Investment:	
Treasurer's Pool Account	5,000.00
TOTAL	$ 30,167.13

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Coral Springs Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

CORAL SPRINGS ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 1,315.13	$ 12,568.75	$ 11,040.00	$ 408.32	$ 1,075.45	$ 2,176.75
Clubs	2,272.67	475.00	171.47	612.80	59.31	3,129.69
Departments	5,413.89	2,563.41	2,563.32	59.31	-	5,473.29
Trusts	7,307.18	3,659.01	4,985.54	2,812.94	6,806.60	1,986.99
General	12,586.04	766.38	-	5,197.99	1,150.00	17,400.41
TOTALS	$ 28,894.91	$ 20,032.55	$ 18,760.33	$ 9,091.36	$ 9,091.36	$ 30,167.13

CORAL SPRINGS MIDDLE SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address: 10300 West Wiles Road, Coral Springs, Florida 33076

Region: North

Regional Supt.: Dr. Jermaine Fleming

Director: Merideth Weiss Schnur

Principal: Jill Slesinski

Bookkeepers: Chandrika Montgomery -Business Support Center (September 2024-Current)
Erica Bryant - Business Support Center (July 2024- September 2024)

CASH AND INVESTMENT SUMMARY

	6/30/25
Cash Account:	
Checking Account – JP Morgan Chase	$ 42,208.59
Investment:	
Treasurer's Pool Account	$ 24,000.00
TOTAL	$ 66,208.59

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Coral Springs Middle School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

CORAL SPRINGS MIDDLE SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024- 2025

FUND	BEGINNING BALANCES	DEBIT (FUND -)	CREDIT (FUND +)	TRANSFERS OUT	TRANSFERS IN	ENDING BALANCES
Athletics	$ 7,329.92	$ 7,217.36	$ 6,259.73	$ 84.48	$ 84.48	$ 6,372.29
Music	3,480.12	19,045.11	16,706.00	194.04	194.04	1,141.01
Classes	3,476.92	138,981.61	140,470.00	6,655.25	4,981.43	3,296.29
Clubs	23,874.51	38,453.46	44,367.91	12,264.32	12,978.22	30,502.86
Departments	3,975.70	174.73	31.99	-	223.47	4,056.43
Trusts	10,779.52	45,185.99	45,545.87	5,055.01	5,943.52	12,318.79
General	9,678.18	3,868.21	2,863.01	3,143.13	2,991.07	8,520.92
TOTALS	$ 62,594.87	$ 252,926.47	$ 256,244.51	$ 27,396.23	$ 27,396.23	$ 66,208.59

COUNTRY ISLES ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	2300 Country Isles Road, Weston, FL 33326
Region:	South
Regional Supt:	Alan Strauss
Director:	Katie Policastro
Principal:	Mindy Morgan
Bookkeeper:	Gina Mainhart – Business Support Center

CASH AND INVESTMENT SUMMARY

		6/30/25
Cash Account:		
Checking Account – JP Morgan Chase Bank	$	22,800.14
Investment		
Treasurer's Pool Account		5,000.00
TOTAL	$	27,800.14

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Country Isles Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

COUNTRY ISLES ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 4,194.60	$ 67,327.00	$ 64,445.46	$ 2,889.09	$ 7,819.52	$ 2,145.71
Clubs	4,602.46	3,185.00	3,784.81	760.62	-	4,763.27
Departments	5,320.69	534.44	21.40	589.76	1,026.12	5,397.37
Trusts	10,097.01	504,487.14	510,428.78	13,437.00	13,875.81	3,716.56
General	3,886.59	4,684.70	1,839.04	6,333.64	1,288.66	11,777.23
TOTALS	$ 28,101.35	$ 580,218.28	$ 580,519.49	$ 24,010.11	$ 24,010.11	$ 27,800.14

CROISSANT PARK ELEMENTARY
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	1800 SW Fourth Avenue, Fort Lauderdale, FL 33315
Region:	Central
Regional Supt:	Ted Toomer
Director:	Joseph Balchunas
Principal:	Michelle-Ann Allison
Bookkeepers:	Mayle Dungan

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	19,905.11
TOTAL	$	19,905.11

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Croissant Park Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

CROISSANT PARK ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024- 2025

FUND	BEGINNING BALANCES	DEBIT (FUND -)	CREDIT (FUND +)	TRANSFERS OUT	TRANSFERS IN	ENDING BALANCES
Classes	741.85	12,486.83	15,370.00	2,309.70	30.00	1,345.32
Clubs	1,311.30	631.16	744.74	-	663.10	2,087.98
Departments	4,571.03	-	545.77	480.99	102.63	4,738.44
Trusts	8,774.78	18,538.28	10,062.57	3,242.17	6,483.49	3,540.39
General	11,572.57	10,800.62	8,667.39	5,959.55	4,713.19	8,192.98
TOTALS	$ 26,971.53	$ 42,456.89	$ 35,390.47	$ 11,992.41	$ 11,992.41	$ 19,905.11

DOLPHIN BAY ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	16450 Miramar Parkway, Miramar, FL 33027
Region:	South
Regional Supt:	Alan Strauss
Director:	Davida Johnson
Principal:	Sandra Nelson
Bookkeepers:	Suhaiti Suarez (July 2025 – Current) Lisa Camposano – Business Support Center (July 2024-June 2025)

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	26,660.27
TOTAL	$	26,660.27

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Dolphin Bay Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

DOLPHIN BAY ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 1,894.81	$ 29,330.96	$ 24,810.18	$ 1,478.13	$ 5,738.73	2,154.99
Clubs	4,634.77	2,981.16	2,253.88	1,270.93	2,397.20	4,235.78
Departments	6,441.69	57.00	2.28	19.25	54.72	6,460.94
Trusts	24,168.06	62,947.48	87,176.46	28,650.65	20,704.59	7,885.14
General	6,386.48	4,598.37	2,537.71	84.25	2,607.97	5,923.42
TOTALS	$ 43,525.81	$ 99,914.97	$ 116,780.51	$ 31,503.21	$ 31,503.21	$ 26,660.27

FLAMINGO ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	1130 SW 133rd Avenue, Davie, FL 33325
Region:	Central
Regional Supt:	Ted Toomer
Director:	Ducarmel Augustin
Principals:	Julie De Greeff (July 2025 – Current) Phillip Bullock (July 2024 – June 2025)
Bookkeeper:	Gina Mainhart – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	14,116.39
TOTAL	$	14,116.39

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Flamingo Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

FLAMINGO ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 983.02	$ 46,343.96	$ 41,069.56	$ 3,029.36	$ 7,501.74	$ 1,785.04
Clubs	449.03	2,951.69	2,276.56	182.23	-	1,306.39
Departments	3,201.30	176.03	2,361.56	36.39	144.25	907.91
Trusts	6,560.43	297,734.92	300,180.72	7,643.43	4,434.48	7,323.58
General	1,783.20	350.90	529.69	1,775.07	586.01	2,793.47
TOTALS	$ 12,976.98	$ 347,557.50	$ 346,418.09	$ 12,666.48	$ 12,666.48	$ 14,116.39

FOREST GLEN MIDDLE SCHOOL
AUDIT REPORT
FOR 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	6501 Turtle Run Blvd, Coral Springs, Florida 33067
Region:	North
Regional Supt.:	Dr. Jermaine Fleming
Director:	Todd LaPace
Principal:	Dr. Claire Norris
Bookkeeper:	Angela McGovern

CASH AND INVESTMENT SUMMARY

		6/30/25
Cash Account:		
Checking Account – JP Morgan Chase	$	15,258.02
Investment:		
Treasurer's Pool		10,000.00
TOTAL	$	25,258.02

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Forest Glen Middle School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS
None

FOREST GLEN MIDDLE SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 69.63	$ 5,560.75	$ 4,215.40	$ 76.80	$ -	$ 1,491.78
Music	146.82	19,112.65	19,170.74	40.00	20.00	108.73
Classes	10,189.51	41,426.50	46,146.07	3,884.14	5,748.57	3,605.51
Clubs	16,384.16	32,985.18	41,698.29	2,726.33	1,821.80	8,575.58
Departments	2,561.89	1,244.57	2,816.00	1,129.12	343.30	1,776.28
Trusts	3,606.64	135,761.82	130,533.48	7,963.45	9,885.71	6,912.72
General	2,277.62	2,002.11	3,491.85	2,854.49	854.95	2,787.42
TOTALS	$ 35,236.27	$ 238,093.58	$ 248,071.83	$ 18,674.33	$ 18,674.33	$ 25,258.02

FOX TRAIL ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	1250 Nob Hill Road, Davie, FL 33324
Region:	Central
Regional Supt:	Ted Toomer
Director:	Ducarmel Augustin
Principal:	Stephanie Reyes
Bookkeepers:	Cathy Shapiro

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	48,489.78
TOTAL	$	48,489.78

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Fox Trail Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

FOX TRAIL ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Music	$ 2,595.53	$ -	$ 71.20	$ -	$ -	$ 2,524.33
Classes	2,631.11	69,110.20	60,465.00	-	8,105.50	3,170.81
Clubs	16,002.56	4,633.00	6,118.09	68.80	631.95	13,954.32
Departments	15,108.95	12,010.83	9,723.68	67.82	164.50	17,299.42
Trusts	3,986.07	583,565.79	592,609.97	13,899.07	3,965.84	4,875.12
General	7,883.84	329.30	379.46	6,273.84	7,441.74	6,665.78
TOTALS	$ 48,208.06	$ 669,649.12	$ 669,367.40	$ 20,309.53	$ 20,309.53	$ 48,489.78

HORIZON ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	2101 Pine Island Road, Sunrise, FL 33322
Region:	Central
Regional Supt:	Ted Toomer
Director:	Ducarmel Augustin
Principal:	Thaddeus Smith
Bookkeepers:	Ronar Defranc – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	38,893.51
TOTAL	$	38,893.51

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Horizon Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

HORIZON ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 1,817.35	$ 7,466.76	$ 5,134.46	$ 1,868.30	$ 3,474.47	$ 2,543.48
Clubs	2,910.27	38.57	426.75	542.46	-	3,064.55
Departments	5,169.47	46.07	1.84	12.48	56.71	5,169.47
Trusts	10,185.95	136,409.50	130,369.06	4,470.35	3,182.73	17,514.01
General	9,834.65	2,224.80	1,277.77	2,453.79	2,633.47	10,602.00
TOTALS	$ 29,917.69	$ 146,185.70	$ 137,209.88	$ 9,347.38	$ 9,347.38	$ 38,893.51

MIRAMAR ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2025 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address: 6831 SW 26th Street, Miramar, Florida 33023

Region: South

Regional Supt: Alan Strauss

Director: Davida Johnson

Principal: Joanne Schlissel

Bookkeeper: Alba N. Garcia – Business Support Center

CASH AND INVESTMENT SUMMARY

		06/30/25
Cash Account:		
Checking Account – JP Morgan Chase N. A	$	42,617.46
TOTAL	$	42,617.46

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Miramar Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

MIRAMAR ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024-2025

FUND	BEGINNING BALANCES	DEBIT (FUND -)	CREDIT (FUND +)	TRANSFERS OUT	TRANSFERS IN	ENDING BALANCES
Classes	$ 3,377.86	$ 19,006.69	$ 18,572.32	$ 1,068.78	$ -	$ 1,874.71
Clubs	1,669.40	-	500.00	500.00	30.32	1,699.72
Departments	10,148.30	18.31	-	-	-	10,129.99
Trusts	13,069.14	8,655.38	3,991.98	8,338.25	8,021.02	8,088.51
General	19,767.31	1,449.93	651.46	4,115.00	5,970.69	20,824.53
TOTALS	$ 48,032.01	$ 29,130.31	$ 23,715.76	$ 14,022.03	$ 14,022.03	$ 42,617.46

NEW RENAISSANCE MIDDLE SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	10701 Miramar Boulevard, Miramar, FL 33025
Region:	South
Regional Supt:	Alan Strauss
Director:	Teresa Hall
Principal:	Earnest Toliver
Bookkeeper:	Tonia Jackson – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	28,886.79
TOTAL	$	28,886.79

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of New Renaissance Middle School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

NEW RENAISSANCE MIDDLE SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 2,150.39	$ 2,815.30	$ 1,445.06	$ 460.65	$ 1,752.25	$ 2,229.03
Music	-	3,598.55	3,038.90	2,233.66	1,440.74	1,352.57
Classes	2,774.95	88,414.00	89,451.39	11,849.78	10,440.08	3,147.26
Clubs	7,443.14	7,883.00	4,289.80	6,218.53	6,407.61	10,847.26
Departments	2,154.03	2,222.26	2,146.08	1,940.45	2,072.27	2,098.39
Trusts	8,685.71	22,676.73	24,577.32	7,033.88	9,317.44	4,501.56
General	1,467.94	5,542.36	3,993.02	2,121.54	428.10	4,710.72
TOTALS	$ 24,676.16	$ 133,152.20	$ 128,941.57	$ 31,858.49	$ 31,858.49	$ 28,886.79

NORTH ANDREWS GARDENS ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	345 NE 56th Street, Oakland Park, FL 33334
Region:	North
Regional Supt:	Jermaine Fleming
Director:	Maria Perez
Principal:	Catrice Duhart
Bookkeepers:	Kathleen Kane

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	23,305.69
Investment		
Treasurer's Pool Account		10,000.00
TOTAL	$	33,305.69

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of North Andrews Gardens Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

NORTH ANDREWS GARDENS ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Music	$ 11,760.32	$ 1,971.99	$ 4,155.89	$ 3,056.28	$ 1,640.19	$ 10,992.51
Classes	1,552.57	38,020.00	35,649.17	-	3,465.50	457.90
Clubs	2,196.79	41,298.00	38,859.72	2,143.30	3,122.09	3,656.28
Departments	3,568.16	2,660.05	1,419.04	53.50	2,488.55	2,374.12
Trusts	1,162.03	29,784.61	34,772.83	12,500.61	6,658.84	2,015.58
General	9,516.22	6,172.56	1,500.96	4,183.40	4,561.92	13,809.30
TOTALS	$ 29,756.09	$ 119,907.21	$ 116,357.61	$ 21,937.09	$ 21,937.09	$ 33,305.69

OLSEN MIDDLE SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	330 SE 11th Terrace, Dania Beach, FL 33004
Region:	South
Regional Supt:	Alan Strauss
Director:	Teresa Hall
Principal:	Janet Giancarli
Bookkeepers:	Rebecca Montanez (March 2025-Current) Clare Martinex (November 2011-February 2025)

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	20,989.02
TOTAL	$	20,989.02

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Olsen Middle School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

OLSEN MIDDLE SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 1,373.50	$ 1,409.00	$ 534.96	$ -	$ 1,254.00	$ 993.54
Music	525.08	3,199.00	2,055.60	98.06	107.29	1,659.25
Classes	-	24,885.80	23,564.37	-	978.83	342.60
Clubs	2,785.78	5,554.81	6,644.27	723.85	42.63	2,377.54
Departments	3,803.60	872.13	805.85	-	61.56	3,808.32
Trusts	5,785.15	15,893.32	17,705.17	11,228.80	8,923.97	6,278.13
General	1,368.80	7,317.00	2,473.73	454.57	1,137.00	5,529.64
TOTALS	$ 15,641.91	$ 59,131.06	$ 53,783.95	$ 12,505.28	$ 12,505.28	$ 20,989.02

ORIOLE ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	3081 NW 39th Street, Lauderdale Lakes, FL 33309
Region:	STO
Regional Supt:	Veda Hudge
Director:	Shinita Coachman-Beavers
Principals:	Seporia Bolden (July 2025 - Current) Sheneka Blue (July 2024 - June 2025)
Bookkeepers:	Brandic Greene – Business Support Center (April 2025-Current)
	Erica Bryant – Business Support Center (July 2025-March 2025)

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	24,243.96
TOTAL	$	24,243.96

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Oriole Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

ORIOLE ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 1,179.25	$ 14,627.00	$ 7,443.11	$ 2,123.04	$ 4,254.95	$ 6,231.23
Clubs	3,687.03	3,736.00	3,490.92	94.00	731.66	3,294.45
Departments	7,432.44	895.77	722.86	122.18	172.91	7,554.62
Trusts	3,571.45	14,191.12	19,526.66	11,331.05	6,072.67	3,494.29
General	3,155.79	2,951.66	-	1,798.33	4,236.41	3,669.37
TOTALS	$ 19,025.96	$ 36,401.55	$ 31,183.55	$ 15,468.60	$ 15,468.60	$ 24,243.96

PLANTATION MIDDLE SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	6600 West Sunrise Boulevard, Plantation, Florida 33313
Region:	Central
Regional Supt.:	Dr. Ted Toomer
Director:	Dr. Leo Nesmith
Principal:	Tariq Qaiyim
Bookkeeper:	Chandrika Montgomery–Business Support Center (Oct. 2024-Present) Lysa Robb – Business Support Center (July 2024 – Sept. 2024)

CASH AND INVESTMENT SUMMARY

	6/30/25
Cash Account:	
Checking Account – J.P. Morgan Chase	$ 9,656.83
Investment:	
Treasurer's Pool Account	$ 20,000.00
TOTAL	$ 29,656.83

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Plantation Middle School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

PLANTATION MIDDLE SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024-2025

FUND	BEGINNING BALANCES	DEBIT (FUND -)	CREDIT (FUND +)	TRANSFERS OUT	TRANSFERS IN	ENDING BALANCES
Athletics	$ 148.36	$ 1,935.00	$ 2,727.14	$ 450.00	$ -	$ 490.50
Music	7,938.67	550.39	-	7,388.28	7,388.28	7,388.28
Classes	-	6,093.95	6,500.00	1,501.05	1,095.00	-
Clubs	8,814.37	4,876.06	2,381.75	-	472.88	6,792.94
Departments	6,903.33	1,853.76	1,853.76	4,463.43	1,475.95	3,915.85
Trusts	8,674.76	12,170.18	6,576.56	6,887.11	6,584.48	2,778.51
General	3,581.71	325.44	1,361.20	1,150.00	4,823.28	8,290.75
TOTALS	$ 36,061.20	$ 27,804.78	$ 21,400.41	$ 21,839.87	$ 21,839.87	$ 29,656.83

POMPANO BEACH MIDDLE SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	310 NE 6 Street, Pompano Beach, FL 33060
Region:	North
Regional Supt.:	Dr. Jermaine Fleming
Director:	Ricardo J. Santana-Reyes
Principal:	Lisa Livingston
Bookkeeper:	Deonne P. Jackson - Business Support Center

CASH AND INVESTMENT SUMMARY

	6/30/25
Cash Account:	
Checking Account – JP Morgan Chase Bank	$ 33,312.48
TOTAL	$ 33,312.48

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Pompano Beach Middle School for the 2024 -25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

POMPANO BEACH MIDDLE SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 5,521.20	$ 5,025.00	$ 2,795.43	$ 57.60	$ 2,215.00	$ 5,593.37
Classes	-	6,669.00	6,272.49	636.51	1,033.02	-
Clubs	14,962.59	9,357.65	12,997.83	4,262.28	4,874.60	10,710.09
Departments	7,070.58	18.00	0.72	121.30	-	7,209.16
Trusts	8,083.08	55,828.73	60,969.97	9,017.09	5,624.29	6,334.64
General	5,925.99	2,117.56	4,230.46	981.11	1,328.98	3,465.22
TOTALS	$ 41,563.44	$ 79,015.94	$ 87,266.90	$ 15,075.89	$ 15,075.89	$ 33,312.48

RAMBLEWOOD ELEMENTARY SCHOOL
AUDIT REPORT
FOR 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	8950 Shadow Wood Boulevard, Coral Springs, Florida 33071
Region:	North
Regional Supt.:	Dr. Jermaine Fleming
Director:	Merideth Weiss- Schnure
Principal:	Dacyany Ibarrondo Norris
Bookkeeper:	Rhonda Tribbey – Business Support Center

CASH AND INVESTMENT SUMMARY

	6/30/25
Cash Account:	
Checking Account – JP Morgan Chase	$ 33,071.02
TOTAL	$ 33,071.02

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Ramblewood Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies, and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS
None

RAMBLEWOOD ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Music	$ 670.39	$ -	$ -	$ -	$ -	$ 670.39
Classes	6,727.85	43,407.00	39,893.88	-	6,318.09	3,922.88
Clubs	4,967.77	7,191.40	8,900.57	-	1,674.24	-1,584.36
Departments	2,932.97	16.00	-	9.60	2,794.73	-163.84
Trusts	4,436.01	300,581.24	304,542.61	13,200.04	2,881.00	-10,793.68
General	14,226.80	4,570.45	3,319.80	2,276.80	1,818.38	-15,935.87
TOTALS	$ 33,961.79	$ 355,766.09	$ 356,656.86	$ 15,486.44	$ 15,486.44	33,071.02

RIVERLAND ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address: 2600 SW 11th Court Fort Lauderdale, Florida 33312

Region: Central

Regional Supt: Dr. Ted D. Toomer

Director: Joseph Balchunas

Principal: Oslay Gil

Bookkeeper: Lisa Smith - Business Support Center (February 2026 and current)
Support Team - Business Support Center (January 2026 – February 2026)
Zorivel Lebron - Business Support Center (July 2025 – January 2026)
Liliana Sin, Business Support Center (July 2024 – June 2025)

CASH AND INVESTMENT SUMMARY

		6/30/25
Cash Account:		
Checking Account – JP Morgan Chase	$	10,269.39
Treasurer's Pool Account	$	25,000.00
TOTAL		$35,269.39

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Riverland Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District Administration.

AUDIT EXCEPTIONS

None

RIVERLAND ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024-2025

FUND	BEGINNING BALANCES	DEBIT (FUND -)	CREDIT (FUND +)	TRANSFERS OUT	TRANSFERS IN	ENDING BALANCES
Classes	$ 0.87	$ 24,650.65	$ 22,870.00	$ 0.44	$ 1,780.22	$ -
Clubs	2,074.98	1,623.68	-	-	528.43	979.73
Departments	4,432.92	2,332.87	3,427.06	-	-	5,527.11
Trusts	10,960.02	11,641.23	5,736.15	4,379.27	1,650.22	2,325.89
General	25,916.09	1,279.88	1,379.61	1,650.00	2,070.84	26,436.66
TOTALS	$ 43,384.88	$ 41,528.31	$ 33,412.82	$ 6,029.71	$ 6,029.71	$ 35,269.39

RIVERSIDE ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	11450 Riverside Drive, Coral Springs, FL 33071
Region:	North
Regional Supt:	Jermaine Fleming
Director:	Merideth Weiss-Schnur
Principal:	Lisa Balint
Bookkeeper:	Lysa Robb – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	33,547.52
Investment		
Treasurer's Pool Account		15,000.00
TOTAL	$	48,547.52

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Riverside Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

RIVERSIDE ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 3,866.94	$ 72,194.36	$ 69,857.93	$ 10,302.94	$ 11,448.49	$ 5,057.82
Clubs	1,229.80	1,925.00	1,916.96	303.29	-	1,541.13
Departments	5,910.68	41.10	-	15.69	375.00	5,592.47
Trusts	22,103.09	510,132.94	501,500.65	53,957.12	56,560.48	28,132.02
General	2,963.06	2,223.68	767.59	5,343.85	1,538.92	8,224.08
TOTALS	$ 36,073.57	$ 586,517.08	$ 574,043.13	$ 69,922.89	$ 69,922.89	$ 48,547.52

SANDERS PARK ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address: 800 16th Street, Pompano Beach, FL, 33060

Region: North

Regional Supt: Dr. Jermaine Fleming

Director: Ricardo Santana

Principal: Kizzy Dailey

Bookkeeper: Maniesha Mack -Business Support Center (August 2025 -Current)
Latavia Thompkins – Business Support Center (July 2024 – August 2025)

CASH AND INVESTMENT SUMMARY

		6/30/25
Cash Account:		
Checking Account – J.P. Morgan Chase Bank	$	16,943.37
TOTAL	$	16,943.37

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Sanders Park Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

SANDERS PARK ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Music	$ 86.32	$ -	$ -	$ 10.00	$ -	$ 96.32
Classes	1,674.57	24,660.75	23,004.38	4,740.77	6,569.25	1,502.46
Clubs	2,953.44	5,359.09	4,209.65	5,677.31	6,881.71	2,898.48
Departments	1,230.52	3,289.90	1,046.05	2,243.85	2,564.04	3,154.18
Trusts	3,622.78	14,443.20	16,968.17	13,735.15	10,211.69	4,621.27
General	5,992.99	3,945.20	5,087.14	3,222.59	3,402.98	4,670.66
TOTALS	$ 15,560.62	$ 51,698.14	$ 50,315.39	$ 29,629.67	$ 29,629.67	$ 16,943.37

SILVER LAKES ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	2300 SW 173rd Avenue, Miramar, FL 33029
Region:	South
Regional Supt:	Alan Strauss
Director:	Davida Johnson
Principal:	Tammy Gilbert
Bookkeeper:	Wendy M Duran De Hernandez – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	30,635.08
TOTAL	$	30,635.08

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Silver Lakes Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

SILVER LAKES ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Music	$ 1,779.99	$ -	$ -	$ -	$ -	$ 1,779.99
Classes	2,770.83	30,914.52	28,810.89	3,973.16	6,659.42	2,188.20
Clubs	2,391.17	1,645.00	1,561.68	82.10	197.17	2,359.42
Departments	11,737.37	4,291.40	4,180.79	17.64	2.58	11,863.04
Trusts	11,023.51	24,753.77	30,172.71	6,237.66	3,228.89	8,613.34
General	2,463.26	3,012.22	1,421.89	427.50	650.00	3,831.09
TOTALS	$ 32,166.13	$ 64,616.91	$ 66,147.96	$ 10,738.06	$ 10,738.06	$ 30,635.08

SILVER LAKES MIDDLE SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	7600 Tam O'Shanter Blvd., North Lauderdale, FL 33068
Region:	North
Regional Supt:	Jermaine Fleming
Director:	Ricardo Santana
Principal:	Errol Evans
Bookkeeper:	Suzanne Baer-Goins

CASH AND INVESTMENT SUMMARY

		6/30/25
Cash Account:		
Checking Account – JP Morgan Chase Bank	$	18,217.47
Investment:		
Treasurer's Pool Account		4,000.00
TOTAL	$	22,217.47

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Silver Lakes Middle School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

SILVER LAKES MIDDLE SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 373.32	$ 2,877.00	$ 3,202.97	$ 545.96	$ 545.96	$ 47.35
Music	688.00	100.00	464.90	-	-	323.10
Classes	846.40	34,447.00	34,576.95	6,832.82	6,833.72	715.55
Clubs	5,960.40	5,085.92	5,611.81	2,469.51	1,651.25	6,252.77
Departments	6,215.45	-	3,702.84	3.83	-	2,516.44
Trusts	6,460.91	23,533.00	24,885.60	2,151.20	6,302.23	957.28
General	10,243.84	6,613.92	8,782.62	6,014.08	2,684.24	11,404.98
TOTALS	$ 30,788.32	$ 72,656.84	$ 81,227.69	$ 18,017.40	$ 18,017.40	22,217.47

SILVER SHORES ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	1701 SW 160th Avenue, Miramar, FL 33027
Region:	South
Regional Supt:	Alan Strauss
Director:	Davida Johnson
Principal:	Jonathan Leff
Bookkeepers:	Wendy Duran De Hernandez – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	11,738.96
Investment		
Treasurer's Pool Account		4,000.00
TOTAL	$	15,738.96

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Silver Shores Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

SILVER SHORES ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 420.46	$ 8,262.00	$ 6,815.70	$ 989.10	$ 1,947.40	$ 908.46
Clubs	1,783.07	2,247.34	1,838.90	151.01	358.68	1,983.84
Departments	2,829.62	10.00	366.16	14.40	271.40	2,216.46
Trusts	6,992.90	244,545.90	248,386.42	5,279.12	3,212.15	5,219.35
General	5,436.28	1,333.58	715.01	1,047.00	1,691.00	5,410.85
TOTALS	$ 17,462.33	$ 256,398.82	$ 258,122.19	$ 7,480.63	$ 7,480.63	$ 15,738.96

STEPHEN FOSTER ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	3471 SW 22nd Street, Fort Lauderdale, FL 33312
Region:	Central
Regional Supt:	Ted Toomer
Director:	Joseph Balchunas
Principal:	Ricardo Grimaldo
Bookkeepers:	Cynthia Ruffin – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	16,420.62
TOTAL	$	16,420.62

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Stephen Foster Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

STEPHEN FOSTER ELEMENTARY

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 4,445.23	$ 5,944.00	$ 5,001.29	$ 5,453.73	$ 5,220.62	$ 5,621.05
Clubs	0.01	-	-	-	-	0.01
Departments	4,316.19	15.00	0.60	-	14.40	4,316.19
Trusts	5,610.85	259,614.42	262,967.78	5,063.79	5,067.58	2,253.70
General	2,698.34	1,926.22	179.97	1,054.68	1,269.60	4,229.67
TOTALS	$ 17,070.62	$ 267,499.64	$ 268,149.64	$ 11,572.20	$ 11,572.20	$ 16,420.62

STIRLING ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	5500 Stirling Road, Hollywood, FL 33021
Region:	South
Regional Supt:	Alan Strauss
Director:	Katie Policastro
Principal:	Jacqueline Pena-Arnaez
Bookkeepers:	Berkys Mejia – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	19,541.63
TOTAL	$	19,541.63

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Stirling Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

STIRLING ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 1,103.30	$ 8,134.50	$ 6,288.13	$ 519.64	$ 2,919.69	$ 549.62
Clubs	-	657.10	657.10	71.18	-	71.18
Departments	4,532.30	-	(5.44)	2,846.16	6,426.24	957.66
Trusts	14,716.59	33,570.97	49,693.38	24,334.01	18,497.18	4,431.01
General	11,826.52	2,640.54	1,007.02	12,108.72	12,036.60	13,532.16
TOTALS	$ 32,178.71	$ 45,003.11	$ 57,640.19	$ 39,879.71	$ 39,879.71	$ 19,541.63

TAMARAC ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	7601 N University Drive, Tamarac, FL 33321
Region:	North
Regional Supt:	Jermaine Fleming
Director:	Merideth Weiss-Schnur
Principal:	Richard Garrick
Bookkeepers:	Cheryl Davis – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:	6/30/25
Checking Account – JP Morgan Chase Bank	$ 47,207.20
Investment	
Treasurer's Pool Account	5,000.00
TOTAL	$ 52,207.20

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Tamarac Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

TAMARAC ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	DEBIT (FUND -)	CREDIT (FUND +)	TRANSFERS OUT	TRANSFERS IN	ENDING BALANCES
Music	$ 1,143.34	$ -	$ -	$ -	$ -	$ 1,143.34
Classes	2,988.62	3,856.54	4,738.00	4,050.87	1,264.89	1,084.10
Clubs	3,556.13	7,291.32	7,505.68	2,685.82	3,377.55	4,462.22
Departments	6,434.10	5,655.69	5,610.13	4,321.19	3,319.62	5,386.97
Trusts	19,700.62	47,414.25	44,879.35	11,767.47	17,261.78	22,660.03
General	17,598.27	87.40	3,376.16	4,289.74	873.25	17,470.54
TOTALS	$ 51,421.08	$ 64,305.20	$ 66,109.32	$ 27,115.09	$ 26,097.09	$ 52,207.20

TRADEWINDS ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	5400 Johnson Road, Coconut Creek, FL 33073
Region:	North
Regional Supt:	Jermaine Fleming
Director:	Melissa Gurreonero
Principal:	Priscille Elie
Bookkeepers:	Cheryl Davis – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	43,652.71
TOTAL	$	43,652.71

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Tradewinds Elementary for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

TRADEWINDS ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 11,876.71	$ 49,491.44	$ 43,548.95	$ 8,213.15	$ 18,730.86	$ 7,301.49
Clubs	6,993.91	5,617.00	4,630.39	1,273.35	1,752.91	7,500.96
Departments	7,647.59	6,968.92	5,448.35	2,660.47	3,581.75	8,246.88
Trusts	15,544.58	82,415.18	99,265.37	25,035.27	9,610.89	14,118.77
General	10,860.14	400.00	1,269.70	553.34	4,059.17	6,484.61
TOTALS	$ 52,922.93	$ 144,892.54	$ 154,162.76	$ 37,735.58	$ 37,735.58	$ 43,652.71

WEST HOLLYWOOD ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address: 6301 Hollywood Boulevard, Hollywood, Florida 33024

Region: South

Regional Supt.: Alan Strauss

Director: Thomas Correll

Principal: Lina Palacios

Bookkeeper: Candice Escarment – Business Support Center

CASH AND INVESTMENT SUMMARY

	6/30/25
Cash Account:	
Checking Account – JP Morgan Chase Bank	$ 36,624.14
TOTAL	$ 36,624.14

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of West Hollywood Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

WEST HOLLYWOOD ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024-2025

FUND	BEGINNING BALANCES	DEBIT (FUND -)	CREDIT (FUND +)	TRANSFERS OUT	TRANSFERS IN	ENDING BALANCES
Music	$ 53.14	$ -	$ -	$ -	$ -	$ 53.14
Classes	-	16,896.33	17,487.00	2,827.71	2,909.72	672.68
Clubs	3,144.10	11,600.01	12,946.62	1,919.87	1,919.87	4,490.71
Departments	4,303.55	5,261.95	5,275.83	0.05	32.91	4,350.29
Trusts	5,152.56	20,889.32	23,317.89	11,973.34	13,783.43	9,391.22
General	17,376.55	357.01	2,571.52	4,256.48	2,331.52	17,666.10
TOTALS	$ 30,029.90	$ 55,004.62	$ 61,598.86	$ 20,977.45	$ 20,977.45	$ 36,624.14

WESTPINE MIDDLE SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	9393 NW 50th Street, Sunrise, FL 33351
Region:	Central
Regional Supt:	Ted Toomer
Director:	Leo Nesmith
Principal:	Christopher Johnson
Bookkeepers:	Candice Escarment – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	22,572.59
TOTAL	$	22,572.59

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Westpine Middle School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

WESTPINE MIDDLE SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 2,271.77	$ 6,627.55	$ 6,920.40	$ -	$ 1,391.51	$ 587.41
Music	2,742.96	21,445.00	23,711.53	4,717.92	4,793.92	400.43
Classes	1,760.32	71,967.50	70,485.40	5,775.75	5,000.40	4,017.77
Clubs	4,985.72	20,011.41	16,086.41	5,610.81	7,821.98	6,699.55
Departments	6,320.85	2,716.74	2,491.42	2,857.73	1,841.95	7,561.95
Trusts	605.44	22,793.11	25,078.28	13,777.63	9,896.42	2,201.48
General	4,095.85	365.81	1,364.00	629.43	2,623.09	1,104.00
TOTALS	$ 22,782.91	$ 145,927.12	$ 146,137.44	$ 33,369.27	$ 33,369.27	$ 22,572.59

WESTWOOD HEIGHTS ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	2861 SW 9th Street, Fort Lauderdale, FL 33312
Region:	STO
Regional Supt:	Dr. Veda Hudge
Director:	Shinita Coachman-Beavers
Principal:	Georgia Stewart
Bookkeepers:	Alisa Walker – Business Support Center (November 2025-Current) Janell C L. Coleman–Business Support Center (July 2024-November 2025)

CASH AND INVESTMENT SUMMARY

Cash Account:	6/30/25
Checking Account – JP Morgan Chase Bank	$ 20,914.65
Investment	
Treasurer's Pool Account	5,000.00
TOTAL	$ 25,914.65

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Westwood Heights Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

WESTWOOD HEIGHTS ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 929.92	$ 4,457.04	$ 2,442.54	$ 1,905.50	$ 3,103.30	$ 1,746.62
Clubs	1,174.93	500.00	1,762.94	663.72	-	575.71
Departments	5,300.13	3,173.80	3,173.80	12.59	-	5,312.72
Trusts	10,283.85	8,443.91	8,239.19	8,160.68	6,438.16	12,211.09
General	9,938.69	1,660.11	4,329.26	2,562.86	3,763.89	6,068.51
TOTALS	$ 27,627.52	$ 18,234.86	$ 19,947.73	$ 13,305.35	$ 13,305.35	$ 25,914.65

WHIDDON-ROGERS EDUCATION CENTER
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024 THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address:	700 SW 26th Street, Fort Lauderdale, FL 33315
Region:	Central
Regional Supt:	Dr. Ted Toomer
Director:	Dr. Leo Nesmith
Principal:	Wylie Howard
Bookkeeper:	Kimberly McClam

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/25
Checking Account – JP Morgan Chase Bank	$	14,328.51
Investment		
Treasurer's Pool Account		10,000.00
TOTAL	$	24,328.51

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Whiddon-Rogers Education Center for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District administration.

AUDIT EXCEPTIONS

None

WHIDDON ROGERS EDU. CENTER

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Clubs	$ 4,716.98	$ 8,078.94	$ 4,720.80	$ 334.94	$ 2,575.32	$ 3,599.22
Departments	3,496.04	498.00	427.67	111.08	222.16	3,536.79
Trusts	7,966.57	16,130.30	31,006.36	22,983.19	6,937.56	6,797.00
General	5,816.28	13,296.57	4,181.62	1,416.06	15,110.23	10,395.50
TOTALS	$ 21,995.87	$ 38,003.81	$ 40,336.45	$ 24,845.27	$ 24,845.27	$ 24,328.51

WILTON MANORS ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2024-25 FISCAL YEAR
JULY 1, 2024, THROUGH JUNE 30, 2025

PROFILE OF THE SCHOOL

Address: 2401 NE 3rd Avenue, Wilton Manors, Florida 33305

Region: Central

Regional Supt: Dr. Ted Toomer

Director: Joseph Balchunas

Principal: Tauri Eligon

Bookkeepers: Michael Borrelli III – Business Support Center (January 2025 – Present)
Janell Coleman – Business Support Center (July 2024-January 2025)

CASH AND INVESTMENT SUMMARY

	06/30/25
Cash Account:	
Checking Account – J.P. Morgan Chase	$ 38,079.45
TOTAL	$ 38,079.45

In accordance with State Board of Education Rule 6A-1.001, Florida Administrative Code, and School Board Policy 1700, we have audited the financial statement of Wilton Manors Elementary School for the 2024-25 fiscal year. We conducted our audit in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States. The financial statement of the school presents fairly, in all material respects, the changes in fund balances arising from cash transactions during the 2024-25 fiscal year, on the cash basis of accounting. With respect to the items tested, the school generally complied with various Florida Statutes, Board Policies and particularly the Standard Practice Bulletins. Our assessment of the controls in place to promote compliance with the School Board's policies and procedures indicated the internal control structure at the school generally functioned as designed by the District Administration.

AUDIT EXCEPTIONS
None

WILTON MANORS ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2024 - 2025

FUND	BEGINNING BALANCES	DEBIT (FUND -)	CREDIT (FUND +)	TRANSFERS OUT	TRANSFERS IN	ENDING BALANCES
Classes	$ 4,130.90	$ 988.35	$ 721.50	$ 2,485.54	$ 564.81	$ 1,943.32
Clubs	3,037.21	1,105.71	885.06	-	1,575.90	4,392.46
Departments	14,132.28	5,001.58	1,692.04	9,836.06	274.71	1,261.39
Trusts	33,197.50	64,621.57	38,608.71	15,654.66	26,105.09	17,865.47
General	11,774.79	1,121.90	2,508.17	3,686.22	3,141.97	12,616.81
TOTALS	$ 66,272.68	$ 72,839.11	$ 44,415.48	$ 31,662.48	$ 31,662.48	$ 38,079.45

Section III:

Appendices

THE OFFICE OF THE CHIEF AUDITOR
FISCAL YEAR 2024 - 25 SUMMARY OF INTERNAL AUDIT REPORTS WITH EXCEPTIONS

School and Region	Audit Committee Report Date	Region	FY 2025 Bookkeeper	Audit Exceptions	Guidance
Banyan Elementary School	9/25/2025	Central	**BSC**	FY24 & FY 25 Before and After School Care Activity Fees	Policy 6000.3, Before and After Care School SBO Handbook
Colbert Elementary School	9/25/2025	STO	**BSC**	Missing Receipting Documentation	Chapter 8, SPB I-302
North Lauderdale Elementary School	9/25/2025	North	**BSC**	Missing Receipitng Documentation, Cash Collections	Chapter 8, SPB I-302
Parkway Middle School	9/25/2025	Central	**Non-BSC/BSC**	Cash collections, Receipting Documentation, Purchasing Policy, Fundraising	Chapter 8, I-302, Policy 3800, I-402
Charles Drew Elementary School	1/29/2026	North	**BSC**	Cash collections and Receipting Documentation	Chapter 8, SPB I-302
Discovery Elementary School	1/29/2026	Central	**BSC**	Purchase Cards, School Improvements	Chapter 8, SPB I-305, I-204, I-205
Falcon Cove Middle School	1/29/2026	South	**Non-BSC**	Disbursements	Chapter 8, SPB I-305
Nova Eisenhower Elementary School	1/29/2026	Central	**BSC**	Purchase Cards	Chapter 8, SPB I-305
South Plantation High School	1/29/2026	Central	**BSC**	Fundraising, Purchase Cards	Chapter 8, SPB I-402, I-305
Bair Middle School	5/7/2026	Central	**BSC**	Yearbook	Chapter 8, Policy 6200, SPB I-402, I-405
Boyd Anderson High School	5/7/2026	Central	**BSC**	Internal Advance, Fundraising, Yearbooks	Chapter 8, SPB I-310, I-402, I-405
Coconut Creek High School	5/7/2026	North	**BSC**	Fundraising - Yearbook, Disbursements	Chapter 8, Policy 6200, SPB I-402, I-405, I-305
Coral Glades High School	5/7/2026	North	**Non-BSC**	Fraud investigation - Receipting and Deposits, Disbursements, Classes Clubs and Departments, Fundraising	Chapter 8, SPB I-302, I-303, I-305, I-402
Coral Springs High School	5/7/2026	North	**BSC**	Yearbook Sales, Disbursements	Chapter 8, Policy 6200, SPB I-402, I-405, I-101
Country Hills Elementary School	5/7/2026	North	**BSC**	Purchase Cards	Chapter 8, SPB I-305
Driftwood Elementary School	5/7/2026	South	**BSC**	School Improvement	Chapter 8, SPB I-204, I-205
Gulfstream Academy	5/7/2026	South	**BSC**	Purchase Cards	Chapter 8, SPB I-305
McArthur High School	5/7/2026	South	**BSC**	Student Obligations	Chapter 8, SPB I-204
Miramar High School	5/7/2026	South	**BSC**	Negative Fund Balance	Chapter 8, Policy 6200, SPB I-402, I-405
Monarch High School	5/7/2026	North	**BSC**	Fundraising - Parking Decals (Repeat Finding)	Chapter 8, SPB I-402, I-313, I-402
Nova High School	5/7/2026	Central	**BSC**	Gift Card Disbursements, Receipting Documentation, Fundraising, Purchasing Policy (Repeat Finding)	Chapter 8, Policy 3800, Policy 5307, SPB I-305, I-313, I,402, I-404
West Broward High School	5/7/2026	South	**BSC**	General Fund Reimbursements (Repeat Finding), Fundraising	Chapter 8, SPB I-204, I-402
Glade Middle School	6/18/2026	South	**BSC**	Yearbooks	Chapter 8, Policy 3410, SPB I-101
Norcrest Elementary School	6/18/2026	North	**BSC**	Before and After Care Activity Fee	Chapter 8, Policy 4390
Nova Blanche Forman Elementary School	6/18/2026	Central	**Non-BSC**	Missing Receipting Documentation	Chapter 8, SPB I-302, I-404
Rock Island Elementary School	6/18/2026	STO	**BSC**	Missing Receipting Documentation	Chapter 8, SPB I-302

THE OFFICE OF THE CHIEF AUDITOR

FY 2020-2025 BSC or Non-BSC Bookkeeper Employed and Audit Exceptions by Fiscal Year

	School	Audit Committee Report Date	Region	FY25 Ending Balance	FY 2020 Bookkeepers	FY 2020 Audit Exceptions	FY 2021 Bookkeepers	FY 2021 Audit Exceptions	FY 2022 Bookkeepers	FY 2022 Audit Exceptions	FY 2023 Bookkeepers	FY 2023 Audit Exceptions	FY 2024 Bookkeepers	FY 2024 Audit Exceptions	FY 2025 Bookkeepers	FY 2025 Audit Exceptions
1	Banyan Elementary School	9/25/2025	Central	25,174.80	BSC	None	BSC	None	BSC	None	BSC	None	BSC	Exception	BSC	Exception
2	Bennett Elementary School	9/25/2025	Central	17,157.83	BSC	None	BSC	None	BSC	None	BSC	Exception	BSC	None	BSC	None
3	Bright Horizons Center	9/25/2025	North	15,392.24	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
4	Castle Hill Elementary School	9/25/2025	STO	7,797.02	BSC	None	BSC	Exception	BSC	Exception	BSC	None	BSC	None	BSC	None
5	Chapel Trail Elementary School	9/25/2025	South	27,565.74	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
6	Colbert Elementary School	9/25/2025	STO	15,622.95	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	Exception
7	Coral Cove Elementary School	9/25/2025	South	18,471.54	BSC	None	BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
8	Cross Creek School	9/25/2025	North	10,025.09	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
9	Crystal Lake Middle School	9/25/2025	North	33,708.32	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
10	Cypress Run Education Center	9/25/2025	North	14,700.16	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
11	Deerfield Park Elementary School	9/25/2025	North	9,384.82	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
12	Dr. Martin Luther King, Jr. Mont. Academy	9/25/2025	STO	10,497.93	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
13	Hollywood Park Elementary School	9/25/2025	South	13,777.07	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
14	Lauderhill Paul Turner Elementary School	9/25/2025	Central	6,815.16	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
15	North Fork Elementary School	9/25/2025	STO	5,944.21	Non-BSC	None	BSC	Exception	BSC	Exception	BSC	None	BSC	None	BSC	None
16	North Lauderdale Elementary School	9/25/2025	North	25,288.95	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	Exception
17	North Side Elementary School	9/25/2025	Central	11,756.12	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
18	Oakridge Elementary School	9/25/2025	STO	20,529.73	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
19	Palmview Elementary School	9/25/2025	North	7,131.50	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
20	Parkway Middle School	9/25/2025	Central	63,671.33	BSC	None	BSC	None	Non-BSC	Exception	Non-BSC	Exception	Non-BSC	Exception	Non-BSC/BSC	Exception
21	Pine Ridge Education Center	9/25/2025	Central	1,356.16	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
22	Pompano Beach Elementary School	9/25/2025	North	12,289.43	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
23	Royal Palm Elementary School	9/25/2025	STO	11,692.52	BSC	None	BSC	None	BSC	Exception	BSC	None	BSC	None	BSC	None
24	Tedder Elementary School	9/25/2025	STO	12,915.39	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
25	Thurgood Marshall Elementary School	9/25/2025	STO	10,777.90	Non-BSC	None	BSC	None	BSC	None	BSC	None	Non-BSC	None	BSC	None
26	Walker Elementary School	9/25/2025	STO	14,117.82	BSC	None	BSC	Exception	BSC	Exception	BSC	None	BSC	None	BSC	None
27	Watkins Elementary	9/25/2025	South	20,487.06	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
28	Wingate Oaks Center	9/25/2025	Central	3,197.41	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
29	Apollo Middle School	1/29/2026	South	89,183.38	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
30	Bayview Elementary School	1/29/2026	Central	133,434.29	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	Exception	Non-BSC	None	BSC	None
31	Central Park Elementary School	1/29/2026	Central	121,112.42	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
32	Charles Drew Elementary School	1/29/2026	North	12,893.71	Non-BSC	None	Non-BSC	None	BSC	Exception	BSC	None	BSC	Exception	BSC	Exception
33	Charles W. Flanagan High School	1/29/2026	South	366,098.84	BSC	None	BSC	None	BSC	None	BSC	Exception	BSC	Exception	BSC	None
34	Cooper City High School	1/29/2026	South	283,619.12	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	Exception	Non-BSC	Exception	Non-BSC	None
35	Cypress Bay High School	1/29/2026	South	962,838.03	Non-BSC	None	Non-BSC	None	Non-BSC	None	BSC	Exception	BSC	Exception	BSC	None
36	Deerfield Beach Middle School	1/29/2026	North	102,440.01	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
37	Dillard 6-12	1/29/2026	Central	300,511.89	BSC	Exception	BSC	None	BSC	None	BSC	None	BSC	None	Non-BSC	None

THE OFFICE OF THE CHIEF AUDITOR

FY 2020-2025 BSC or Non-BSC Bookkeeper Employed and Audit Exceptions by Fiscal Year

	School	Audit Committee Report Date	Region	FY25 Ending Balance	FY 2020 Bookkeepers	FY 2020 Audit Exceptions	FY 2021 Bookkeepers	FY 2021 Audit Exceptions	FY 2022 Bookkeepers	FY 2022 Audit Exceptions	FY 2023 Bookkeepers	FY 2023 Audit Exceptions	FY 2024 Bookkeepers	FY 2024 Audit Exceptions	FY 2025 Bookkeepers	FY 2025 Audit Exceptions
38	Discovery Elementary School	1/29/2026	Central	91,504.92	BSC	None	BSC	None	BSC	None	BSC	Exception	BSC	None	BSC	Exception
39	Eagle Point Elementary School	1/29/2026	South	79,062.18	BSC	None	BSC	None	BSC	None	BSC	Exception	BSC	None	BSC	None
40	Embassy Creek Elementary School	1/29/2026	South	141,888.34	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
41	Everglades Elementary School	1/29/2026	South	46,458.27	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
42	Falcon Cove Middle School	1/29/2026	South	362,303.72	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	Exception
43	Floranada Elementary School	1/29/2026	North	196,229.97	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
44	Fort Lauderdale High School	1/29/2026	Central	512,390.01	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	Exception	Non-BSC	None	Non-BSC	None
45	Heron Heights Elementary School	1/29/2026	North	134,162.51	Non-BSC	None	Non-BSC	None	Non- BSC	None	Non-BSC	Exception	Non-BSC	None	Non-BSC	None
46	Hollywood Central Elementary School	1/29/2026	South	69,395.27	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	BSC	None	BSC	None
47	Hollywood Hills High School	1/29/2026	South	284,563.51	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
48	Indian Ridge Middle School	1/29/2026	Central	145,523.59	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
49	Indian Trace Elementary School	1/29/2026	South	45,979.68	BSC	None	BSC	None	BSC	None	BSC	Exception	BSC	None	BSC	None
50	Lauderhill 6-12 STEM-MED Magnet School	1/29/2026	Central	53,762.19	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
51	Manatee Bay Elementary School	1/29/2026	South	86,909.58	BSC	None	BSC	None	BSC	None	BSC	Exception	BSC	None	BSC	None
52	Marjory Stoneman Douglas High School	1/29/2026	North	1,092,164.72	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	Exception	Non-BSC	Exception	Non-BSC	None
53	McFatter Technical College	1/29/2026	Central	1,808,428.87	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	Exception	Non-BSC	None
54	Millennium 6-12 Collegiate Academy	1/29/2026	North	135,579.88	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
55	New River Middle School	1/29/2026	Central	90,430.05	Non-BSC	None	Non-BSC	None	BSC	None	BSC/Non-BSC	None	Non-BSC	None	BSC	None
56	Northeast High School	1/29/2026	North	214,989.27	BSC	None	BSC	Exception	BSC	None	BSC	None	BSC	None	BSC	None
57	Nova Eisenhower Elementary School	1/29/2026	Central	70,711.81	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	Exception
58	Panther Run Elementary School	1/29/2026	South	61,848.20	Non-BSC	None	Non-BSC	None	Non-BSC	Exception	BSC	None	BSC	None	BSC	None
59	Park Trails Elementary School	1/29/2026	North	108,304.40	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
60	Pembroke Pines Elementary School	1/29/2026	South	12,683.54	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
61	Pines Collegiate Academy 6-12	1/29/2026	South	40,255.15	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	Non-BSC	None
62	Pioneer Middle School	1/29/2026	South	100,563.25	BSC	None	BSC	None	BSC	None	BSC	None	Non-BSC	None	Non-BSC	None
63	Pompano Beach High School	1/29/2026	North	408,996.07	Non-BSC	Exception	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
64	Quiet Waters Elementary School	1/29/2026	North	92,118.24	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
65	Riverglades Elementary School	1/29/2026	North	54,484.35	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
66	Sandpiper Elementary School	1/29/2026	Central	31,498.09	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
67	Sawgrass Elementary School	1/29/2026	Central	57,982.37	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
68	Sawgrass Springs Middle School	1/29/2026	North	91,216.15	Non-BSC	None	Non-BSC	None	Non-BSC & BSC	None	BSC	None	BSC	None	Non-BSC	None
69	Seminole Middle School	1/29/2026	Central	77,225.31	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
70	Sheridan Technical College	1/29/2026	Central	1,759,821.74	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	Exception	Non-BSC	None	Non-BSC	None
71	South Plantation High School	1/29/2026	Central	393,430.76	Non-BSC	None	Non-BSC	None	Non-BSC	None	BSC	None	BSC	Exception	BSC	Exception
72	Sunset Lakes Elementary School	1/29/2026	South	69,370.02	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	Non-BSC	None
73	Tequesta Trace Middle School	1/29/2026	South	120,099.48	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
74	Tropical Elementary School	1/29/2026	Central	139,465.78	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
75	Walter C. Young Middle School	1/29/2026	South	45,339.83	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None

THE OFFICE OF THE CHIEF AUDITOR

FY 2020-2025 BSC or Non-BSC Bookkeeper Employed and Audit Exceptions by Fiscal Year

	School	Audit Committee Report Date	Region	FY25 Ending Balance	FY 2020 Bookkeepers	FY 2020 Audit Exceptions	FY 2021 Bookkeepers	FY 2021 Audit Exceptions	FY 2022 Bookkeepers	FY 2022 Audit Exceptions	FY 2023 Bookkeepers	FY 2023 Audit Exceptions	FY 2024 Bookkeepers	FY 2024 Audit Exceptions	FY 2025 Bookkeepers	FY 2025 Audit Exceptions
76	Western High School	1/29/2026	Central	660,151.11	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	Exception	BSC	Exception	BSC	None
77	Westglades Middle School	1/29/2026	North	119,137.60	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	Exception	Non-BSC	None
78	Winston Park Elementary School	1/29/2026	North	88,573.75	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
79	Atlantic Technical College	5/7/2026	Central	695,857.24	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	Exception	Non-BSC	None
80	Attucks Middle School	5/7/2026	South	44,536.60	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
81	Bair Middle School	5/7/2026	Central	37,239.53	BSC	None	BSC	None	BSC	None	BSC	Exception	BSC	Exception	BSC	Exception
82	Beachside Montessori Village PK-8	5/7/2026	South	96,507.13	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
83	Blanche Ely High School	5/7/2026	North	260,023.65	BSC	Exception	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
84	Boyd Anderson High School	5/7/2026	Central	122,957.41	BSC	Exception	BSC	Exception	BSC	None	BSC	None	BSC	None	BSC	Exception
85	Challenger Elementary School	5/7/2026	North	34,116.99	BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
86	Coconut Creek K-8 Academy of Excellence	5/7/2026	North	34,017.88	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
87	Coconut Creek High School	5/7/2026	North	128,140.13	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	Exception	BSC	None	BSC	Exception
88	Collins Elementary School	5/7/2026	South	9,709.53	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
89	Community Schools North	5/7/2026	Central	83,553.85	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
90	Community Schools South	5/7/2026	Central	205,371.30	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
91	Cooper City Elementary School	5/7/2026	South	60,950.07	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
92	Coral Glades High School	5/7/2026	North	384,227.76	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	BSC & Non-BSC	None	Non-BSC	Exception
93	Coral Park Elementary School	5/7/2026	North	70,217.74	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	Exception	Non-BSC	None
94	Coral Springs High School	5/7/2026	North	236,374.74	BSC	None	BSC	None	BSC	None	BSC	Exception	BSC	Exception	BSC	Exception
95	Country Hills Elementary School	5/7/2026	South	74,245.59	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	Exception
96	Dania Elementary School	5/7/2026	South	18,925.68	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
97	Deerfield Beach High School	5/7/2026	North	211,231.92	BSC	None	BSC	None	BSC	None	BSC	Exception	BSC	None	BSC	None
98	Driftwood Elementary School	5/7/2026	South	29,807.77	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	Exception
99	Driftwood Middle School	5/7/2026	South	42,037.12	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	BSC	None
100	Everglades High School	5/7/2026	South	292,539.44	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	Exception	Non-BSC	None
101	Forest Hills Elementary School	5/7/2026	North	63,852.47	BSC	None	BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
102	Griffin Elementary School	5/7/2026	South	58,235.96	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
103	Gulfstream Academy of Hallandale Beach	5/7/2026	South	140,218.74	Non-BSC	None	Non-BSC	None	Non-BSC	None	BSC	None	BSC	None	BSC	Exception
104	Hallandale High School	5/7/2026	South	155,645.37	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
105	Harbordale Elementary School	5/7/2026	Central	45,034.10	Non-BSC	None	Non-BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
106	Hawkes Bluff Elementary School	5/7/2026	South	67,766.43	BSC	None	Non-BSC	None	Non-BSC	None	BSC	None	Non-BSC & BSC	None	BSC	None
107	Henry D. Perry Education Center	5/7/2026	South	55,351.19	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	Exception	Non-BSC	None	Non-BSC	None
108	Hollywood Hills Elementary School	5/7/2026	South	62,352.21	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
109	J.P. Taravella High School	5/7/2026	North	240,263.95	Non-BSC	Exception	Non-BSC	Exception	Non-BSC	None	Non-BSC	Exception	Non-BSC	Exception	Non-BSC	None
110	James S. Rickards Middle School	5/7/2026	North	31,921.75	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
111	Lauderdale Lakes Middle School	5/7/2026	Central	56,003.98	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
112	Liberty Elementary School	5/7/2026	North	77,903.30	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None

THE OFFICE OF THE CHIEF AUDITOR

FY 2020-2025 BSC or Non-BSC Bookkeeper Employed and Audit Exceptions by Fiscal Year

	School	Audit Committee Report Date	Region	FY25 Ending Balance	FY 2020 Bookkeepers	FY 2020 Audit Exceptions	FY 2021 Bookkeepers	FY 2021 Audit Exceptions	FY 2022 Bookkeepers	FY 2022 Audit Exceptions	FY 2023 Bookkeepers	FY 2023 Audit Exceptions	FY 2024 Bookkeepers	FY 2024 Audit Exceptions	FY 2025 Bookkeepers	FY 2025 Audit Exceptions
113	Lyons Creek Middle School	5/7/2026	North	70,853.63	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	BSC	None
114	Maplewood Elementary School	5/7/2026	North	109,349.13	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
115	McArthur High School	5/7/2026	South	214,588.91	Non-BSC	None	Non-BSC	None	Non- BSC	None	Non-BSC	None	Non-BSC	None	BSC	Exception
116	Meadowbrook Elementary School	5/7/2026	Central	21,209.47	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	BSC	None
117	Miramar High School	5/7/2026	South	173,569.64	BSC	Exception	BSC	None	BSC	None	BSC	Exception	BSC	Exception	BSC	Exception
118	Monarch High School	5/7/2026	North	317,632.80	BSC	None	BSC	None	BSC	None	BSC	None	Non-BSC	Exception	BSC	Exception
119	Nova High School	5/7/2026	Central	517,215.87	BSC & Non-BSC	None	Non-BSC	None	Non-BSC & BSC	None	BSC	Exception	BSC	Exception	BSC	Exception
120	Nova Middle School	5/7/2026	Central	41,804.38	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
121	Orange Brook Elementary School	5/7/2026	South	25,689.06	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
122	Palm Cove Elementary School	5/7/2026	South	52,687.34	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
123	Park Lakes Elementary School	5/7/2026	Central	40,630.00	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
124	Park Ridge Elementary School	5/7/2026	STO	18,917.45	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
125	Park Springs Elementary School	5/7/2026	North	74,435.24	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
126	Parkside Elementary School	5/7/2026	North	50,813.42	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
127	Pasadena Lakes Elementary School	5/7/2026	South	41,816.71	Non-BSC/BSC	None	Non-BSC	None	BSC/Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
128	Pembroke Lakes Elementary School	5/7/2026	South	25,050.01	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
129	Peters Elementary School	5/7/2026	Central	41,306.14	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
130	Piper High School	5/7/2026	Central	123,515.85	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
131	Plantation Elementary School	5/7/2026	Central	15,689.52	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
132	Plantation High School	5/7/2026	Central	225,155.32	Non-BSC	Exception	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
133	Ramblewood Middle School	5/7/2026	North	65,343.98	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
134	Sea Castle Elementary School	5/7/2026	South	51,066.11	BSC	None	BSC	None	BSC	None	Non-BSC	None	Non-BSC	None	BSC	None
135	Sheridan Hills Elementary School	5/7/2026	South	29,624.89	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
136	Sheridan Park Elementary School	5/7/2026	South	33,870.56	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
137	Silver Ridge Elementary School	5/7/2026	Central	51,631.89	Non-BSC	None	Non-BSC	None	Non-BSC	None	BSC	None	BSC	None	BSC	None
138	Silver Trail Middle School	5/7/2026	South	146,593.11	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	Non-BSC	None
139	South Broward High School	5/7/2026	South	429,016.08	Non-BSC & BSC	None	BSC	None	BSC	None	BSC	Exception	BSC	Exception	BSC	None
140	Stranahan High School	5/7/2026	Central	122,400.70	BSC	Exception	BSC	Exception	BSC	Exception	BSC	Exception	BSC	Exception	BSC	None
141	Sunrise Middle School	5/7/2026	Central	69,147.33	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
142	Village Elementary School	5/7/2026	STO	32,189.81	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
143	Virginia Shuman Young Montessori	5/7/2026	Central	22,392.98	Non-BSC	None	Non-BSC	None	BSC	None	BSC/Non-BSC	None	Non-BSC	None	BSC	None
144	Welleby Elementary School	5/7/2026	Central	68,874.25	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
145	West Broward High School	5/7/2026	South	450,478.93	BSC	None	BSC	None	BSC	None	BSC	Exception	BSC	Exception	BSC	Exception
146	Westchester Elementary School	5/7/2026	North	36,861.09	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
147	Annabel C. Perry PK-8	6/18/2026	South	31,920.47	BSC	None	BSC	None	BSC	None	BSC	Exception	BSC	None	BSC	None
148	Atlantic West Elementary School	6/18/2026	North	25,860.78	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	BSC	None	BSC	None
149	Broadview Elementary School	6/18/2026	Central	28,057.33	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
150	Coconut Palm Elementary School	6/18/2026	South	29,378.95	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None

THE OFFICE OF THE CHIEF AUDITOR

FY 2020-2025 BSC or Non-BSC Bookkeeper Employed and Audit Exceptions by Fiscal Year

	School	Audit Committee Report Date	Region	FY25 Ending Balance	FY 2020 Bookkeepers	FY 2020 Audit Exceptions	FY 2021 Bookkeepers	FY 2021 Audit Exceptions	FY 2022 Bookkeepers	FY 2022 Audit Exceptions	FY 2023 Bookkeepers	FY 2023 Audit Exceptions	FY 2024 Bookkeepers	FY 2024 Audit Exceptions	FY 2025 Bookkeepers	FY 2025 Audit Exceptions
151	Coral Springs Elementary School	6/18/2026	North	30,167.13	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
152	Coral Springs Middle School	6/18/2026	North	66,208.59	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
153	Country Isles Elementary School	6/18/2026	South	27,800.14	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
154	Croissant Park Elementary School	6/18/2026	Central	19,905.11	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
155	Dolphin Bay Elementary School	6/18/2026	South	26,660.27	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
156	Flamingo Elementary School	6/18/2026	Central	14,116.39	Non-BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
157	Forest Glen Middle School	6/18/2026	North	25,258.02	Non-BSC	None	Non-BSC	None	Non- BSC	None	Non-BSC	Exception	Non-BSC	None	Non-BSC	None
158	Fox Trail Elementary School	6/18/2026	Central	48,489.78	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
159	Glades Middle School	6/18/2026	South	59,788.59	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	Exception
160	Horizon Elementary School	6/18/2026	Central	38,893.51	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
161	Miramar Elementary School	6/18/2026	South	42,617.46	BSC	None	BSC	None	BSC	None	BSC	None	BSC	Exception	BSC	None
162	New Renaissance Middle School	6/18/2026	South	28,886.79	BSC	None	BSC	None	BSC	None	BSC	Exception	BSC	None	BSC	None
163	North Andrews Gardens Elementary School	6/18/2026	North	33,305.69	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
164	Norcrest Elementary School	6/18/2026	North	35,151.00	BSC	None	BSC	None	BSC	Exception	BSC	None	BSC	None	BSC	Exception
165	Nova Blanche Forman Elementary School	6/18/2026	Central	17,669.75	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	Exception
166	Olsen Middle School	6/18/2026	South	20,989.02	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
167	Oriole Elementary School	6/18/2026	STO	24,243.96	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
168	Plantation Middle School	6/18/2026	Central	29,656.83	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
169	Pompano Beach Middle School	6/18/2026	North	33,312.48	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
170	Ramblewood Elementary School	6/18/2026	North	33,071.02	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
171	Riverland Elementary School	6/18/2026	Central	35,269.39	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	BSC	None
172	Riverside Elementary School	6/18/2026	North	48,547.52	BSC	None	BSC	None	BSC	None	BSC	None	BSC	Exception	BSC	None
173	Rock Island Elementary School	6/18/2026	STO	27,605.46	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	Exception
174	Sanders Park Elementary School	6/18/2026	North	16,943.37	Non-BSC	None	Non-BSC	None	Non-BSC	None	BSC	None	BSC	None	BSC	None
175	Silver Lakes Elementary School	6/18/2026	South	30,635.08	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
176	Silver Lakes Middle School	6/18/2026	North	22,217.47	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
177	Silver Shores Elementary School	6/18/2026	South	15,738.96	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
178	Stephen Foster Elementary School	6/18/2026	Central	16,420.62	BSC	None	BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	BSC	None
179	Stirling Elementary School	6/18/2026	South	19,541.63	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
180	Tamarac Elementary School	6/18/2026	North	52,207.20	BSC	None	BSC	None	BSC	None	BSC	Exception	BSC	None	BSC	None
181	Tradewinds Elementary School	6/18/2026	North	43,652.71	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
182	West Hollywood Elementary School	6/18/2026	South	36,624.14	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
183	Westpine Middle School	6/18/2026	Central	22,572.59	BSC	None	BSC	None	BSC	None	BSC	Exception	BSC	None	BSC	None
184	Westwood Heights Elementary School	6/18/2026	STO	25,914.65	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
185	Whiddon-Rogers Education Center	6/18/2026	Central	24,328.51	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
186	Wilton Manors Elementary School	6/18/2026	Central	38,079.45	BSC	None	BSC	None	BSC	Exception	BSC	Exception	BSC	Exception	BSC	None
	Total Funds Completed			**22,300,649.35**												

General Information on Internal Funds

The total year-end balance of Broward's non-Charter schools' Internal Funds (including the Technical Colleges and Community Schools) was $24.2M in June 2024 and $25.1M in June 2025. During fiscal year 2025, the combined total of inflows was approximately $109M, and the combined total of outflows was $110M.

Although Internal Funds are not available to the School Board to support the general operating expenses of the District, they are reported in the District's Annual Comprehensive Financial Report (ACFR). Student Activities finances are reported in the ACFR in the Fiduciary - Custodial Fund (fund 8920). The Bookstore activities at the Technical Colleges are reported in the ACFR in the Non-Major Special Revenue Funds as Other Special Revenue (fund 4980).

If a school is fortunate enough to have a large balance in its Internal Funds checking account (each school is limited to one checking account by Florida Department of Education regulation) they may withdraw money from the checking account and transfer it to an account for the school in the Treasurer's Pooled Funds. This allows the school to accrue a bit more interest income, while avoiding the possibility of exceeding FDIC deposit insurance limits. The Treasurer's Office periodically disburses interest payments to each school that has a Treasurer's Pooled Funds Account, and the interest payments are receipted into each school's Internal Funds. The Internal Funds invested in the Treasurer's Pool at fiscal year-end 2025 totaled $13.3M.

Internal Funds (also known as Internal Accounts or Student Activity Funds) are monies generated and used within a school, in contrast to the tax-derived funds that support school budgets and the general operations of the District. Any money collected or handled by any SBBC employee in connection with a school activity is required to be deposited into the school's Internal Funds.

Funding and Financial Reporting for Florida Schools (Redbook) Chapter 8 *Internal Funds* contains the Florida Department of Education's published regulatory guidelines, as well as the accounting structure, for public school Internal Funds. The District's Internal Accounts policies and Standard Practice Bulletins are based on this FDOE regulation.

The specified Internal Accounts funds are:

- 1000's Athletics
- 2000's Music
- 3000's Classes
- 4000's Clubs
- 5000's Departments
- 6000's Trusts
- 7000's General.

The **Athletics** fund may contain an Athletic Account and smaller accounts belonging to Cheerleaders and particular sports teams or clubs. Athletic event ticket sales revenues are recorded in an account in the Athletics fund. High Schools have occasionally received reimbursements from the Athletics and Student Activities Department, for certain Athletics expenses that were originally paid from the school's Internal Funds.

The **Music** fund holds money collected for Band and Orchestra instrument rental fees, and any other fundraising proceeds, ticket sales, or collections by a school's Chorus, Band, or Orchestra.

Class accounts typically record funds collected and disbursed by each grade level. In a High School, the Senior Class Account typically shows higher revenues and disbursements than the other class accounts due to activities such as the Homecoming Dance and Senior Prom. The Class Accounts may hold collections related to any project, activity or field trip pursued by any grade level.

Club accounts record the money raised and disbursed by various Clubs. The Class and Club sponsors authorize expenditures from the accounts belonging to organizations they sponsor. Yearbook sales are accounted for in the Club Accounts. Most schools have Faculty Club Accounts to receive Faculty Club dues collected and vending machine commissions derived from machines in Teacher-designated areas of the school. These funds are disbursed in accordance with Faculty Club voting and authorization.

Department accounts may hold, for example, Library collections for lost Library books or Book Fair proceeds, or donations given to the school for use by a particular school department, such as ESE or Guidance. A Physical Education Department Account could be used to record revenues and expenditures related to the purchase and sale of PE Uniforms.

Trust accounts hold money that is to be used for a specific purpose, or that is required to be remitted to the District.

After-School Care collections and Summer Camp collections from parents, Facility Rental collections from lessees, and Sales Taxes due on fundraisers are accounted for in the Trust accounts. Small grants and donations may also be recorded in Trust accounts to be used for donor-designated purposes.

Elementary schools, middle schools, alternative schools and centers receive a categorical allocation in their budgets for the Supplemental Arts and Sciences Program, which is placed in each recipient school's Internal Funds checking account by the District's Treasurer. Schools may use these funds to pay approved field trip vendors directly, and unused funds are returned to the District at the end of each school year.

Vending machine commissions are also initially receipted in a Trust Account, before being transferred to other Internal Funds accounts. Staff Appreciation is a Trust Account that is permitted to receive up to 25% of the school's vending machine commissions.

The Promotions/Public Relations and Hospitality Trust Accounts hold money transferred in from the General Account, that is subject to annual maximums and restricted in purpose. Unused funds must be transferred back to the General Account at the end of each fiscal year.

The **General** Account records funds to be used for the general welfare of the student body, including donations without a specified purpose.

Limited funds may be transferred from the General Account to the Promotions/Public Relations and Hospitality Accounts and the School Improvement Trust Account at the beginning of each school year.

Financial and Program Cost Accounting and Reporting for Florida Schools 2021 (published by the Office of Funding and Financial Reporting – Florida Department of Education) Chapter 8 *School Internal Funds,* Section III – Standards, Practices and Procedures states:

> "3.4 RESTRICTED EXPENDITURES The following expenditures from internal funds are deemed inappropriate and shall not be made except from trust funds collected for a specifically identified purpose.
>
> a. Equipment, supplies, forms and postage for curricular or classroom use. The exception is for revenues derived from career education production shops, which may be used for this purpose.
>
> b. Curricular-related travel. The exception is for revenues derived from career education production shops, which may be used for this purpose.
>
> c. Professional, technical or consultant services. The exception is for revenues derived from career education production shops, which may be used for these purposes.
>
> d. Articles for the personal use of any student, employee or other person, except those items that are identifiable as being in recognition of service or promotion of school activities and those items identified under rule 6A-1.0143, F.A.C., Promotion and Public Relations Funding.
>
> e. Personal memberships or subscriptions.
>
> f. Salaries or other compensation for duties or assignments that are the responsibility of the school district.
>
> g. Loans, credit or accommodation purchases for anyone.
>
> h. Repairs and maintenance of district school board equipment for which district school board funds are available. The exception is for revenues derived from career education production shops, which may be used for these purposes."

Expenditures that are paid from a school's budget by the Accounts Payable Department may be reimbursed by the school's Internal Funds, if appropriate. For example:

- Employees who work as gate help at a school Football game must be paid via Payroll, so money from the school's Internal Funds Athletic Account is remitted to the Treasurer's Office to cover these payments to SBBC employees.

- Equipment should be purchased through SAP, with the assistance of the Procurement Department. If Internal Funds are the source of payment, the money is remitted to the Treasurer's Office so that the invoice may be paid by the District's Accounts Payable Department, and the item is added to the school's Property Inventory.

- Schools may engage the Transportation Department to provide buses for field trips, so Internal Funds money may be remitted by the school to the Treasurer's Office to pay Transportation for services.

Any money collected or disbursed in association with a school field trip must flow through the school's Internal Funds. Booster Clubs and PTOs may donate money to their schools to enable the schools to pay the bills for field trips.

Examples of some of the general guidance we have on Internal Funds:

- Florida Statute 1011.07 Internal Funds
  https://www.flsenate.gov/Laws/Statutes/2022/1011.07

- Florida Administrative Code 6A-1.001 District Financial Records
  https://www.flrules.org/gateway/ruleNo.asp?id=6A-1.001

- Florida Administrative Code 6A-1.0143 Promotion and Public Relations Funding https://www.flrules.org/gateway/ruleno.asp?id=6A-1.0143&Section=0

- Chapter 8 of Financial Accounting for Local and State School Systems 2014 Edition, published by the National Center for Education Statistics – US Department of Education.
  https://nces.ed.gov/pubsearch/pubsinfo.asp?pubid=2015347

General Information on Internal Funds (Continued)

- Chapter 8 *School Internal Funds* of Financial and Program Cost Accounting and Reporting for Florida Schools 2021 published by the Office of Funding and Financial Reporting – Florida Department of Education.
  https://www.fldoe.org/core/fileparse.php/7507/urlt/REDBKCH8.pdf

- School Board Policy 3410 Internal Accounts
  https://web01.browardschools.com/sbbcpolicies/docs/Policy%203410%20.pdf

- School Board Policy 6301 Collection of Monies
  http://www.broward.k12.fl.us/sbbcpolicies/docs/P6301.000.pdf

- School Board Policy 6.3 Supply Fees – Expendable Supplies
  https://web01.browardschools.com/sbbcpolicies/docs/P6.3.0000.pdf

- FAC 6A-10.081

  https://www.flrules.org/gateway/ruleno.asp?id=6A-10.081

SCHOOL BOARD OF BROWARD COUNTY

AUDIT COMMITTEE MEETING

KC WRIGHT ADMINISTRATION CENTER
BOARD ROOM
600 SE 3RD AVENUE
FORT LAUDERDALE, FLORIDA

THURSDAY, JUNE 18, 2026
9:35 A.M. - 12:36 P.M.

Court Reporter:
Timothy R. Bass, Stenographic Reporter
Bass Reporting Service, Inc.
633 South Andrews Avenue, Suite 500
Fort Lauderdale, FL 33301

COMMITTEE MEMBERS IN ATTENDANCE:
MS. MARY FERTIG, Chair
MR. DON GILBERT
MR. ROBERT MAYERSOHN
MR. DHANDAPANI THIRUVENKEDAM
MS. MARIAH RABIDEAU
MR. ANDREW MEDVIN, CPA
MR. LEW NAYLOR
MS. RACHEL ROSAS
MS. MURIEL THEOPHIN-ATILUS

OFFICE OF THE CHIEF AUDITOR STAFF:

MR. MARK MAGLI, Chief Auditor
MS. NAKIA GOULDBOURNE, Manager, Internal Funds
MS. JENNIFER HARPALANI, Assistant Director, IT Audits
MS. ELENA PRITYKINA, Operational Audits
MS. RAYSA LUGO, Senior Auditor
MR. MERLIN BUTLER, Manager - Property & Inventory
MR. BRYAN ERHARD, System Support Specialist II
MR. DEREK TILLMAN, Executive Secretary
MS. OCTAVIA ALLEN HARDAWAY, Clerk Spec C

DISTRICT STAFF:

MS. ROMANEIR JOHNSON, Chief Financial Officer
MS. ANGINE TYGHTER, Director, Talent Acquisitions
MR. MICHAEL SALMERI, Manager, Talent Acquisition
DR. ERNIE W. LOZANO, Chief Human Resources Officer
MR. JEFFREY WHITNEY, Director, Budget
MR. RYAN SMITH, Director, Business Support Center
MR. ANTONIO BRIHM, Supervisor, Payroll
MS. HEATHER PARENTE, Director, Professional Practices

INVITED GUESTS:

MR. RODERICK HARVEY, External Auditor, HCT Certified Public Accountants and Consultants
MR. ROB BROLINE, External Auditor, Carr, Riggs & Ingram, L.L.C.
MR. MARK SMITH, External Auditor, Carr, Riggs & Ingram, L.L.C.
MR. TIM BASS, Court Reporter, United Reporting

The following pages are excerpts of the draft minutes of the Audit Committee Meeting of June 18, 2026 that are specifically related to Internal Audit Report – Audit of the Internal Funds of Selected Locations.

The complete minutes, which include Committee discussion on matters not related to this item, are scheduled for Committee discussion and approval at their next scheduled meeting on July 16, 2026.

I appreciate that.

MS. FERTIG: Okay. We have the Audit of the Internal Funds of Selected Schools. We are -- we have 40 minutes left and several items, so I'm just going to probably do the same thing with this report. There were exceptions on four locations; as I recall. Let me go to the actual page to make sure I'm right.

MR. MAGLI: Yes, ma'am, there were 40 audits conducted, four audit exceptions.

MS. FERTIG: And I just am going to just quickly call them out, ask if you have a question on that and then we will move on.

Glades Middle; anybody have a comment on that? If not, I have one question. Was there an explanation for how they happened to transfer funds from their account to Broward Education Foundation? And does that happen with other schools?

MR. MAGLI: I'll let Nakia answer that. But I have not seen that happen before, but I'll let her speak to it.

MS. GOULDBOURNE: Nakia Gouldbourne. They did explain that they had done an initial deposit to the vendor for the yearbooks but they had sold

enough yearbooks to cover the invoice, so when the amount was going to be refunded to the school it was instead refunded to the Broward Education Foundation. I don't have any more explanation as to why, but we were looking for the refund in the school and when we didn't see it we asked where it went and that's when we found out it went to the Broward Education Foundation.

MS. FERTIG: So it actually was the vendor who did it and not the school?

MS. GOULDBOURNE: I'm not really sure exactly because the check was just made out to Glades Middle School. And so our other question was how does the Broward Education Foundation deposit a Glades Middle School check, but -- so I don't know if they have individual accounts for the schools. But the check was made out to Glades Middle School, so I'm not sure how Broward Education --

MS. FERTIG: That was a new one. I hadn't seen that one before.

Okay. Anybody else on Glades?

(No response.)

MS. FERTIG: Norcrest?

(No response.)

MS. FERTIG: Nova Blanche Forman Elementary?

(No response.)

MS. FERTIG: And Rock Island Elementary; any questions on these?

(No response.)

MS. FERTIG: Okay. If not, is there anything in general about the report or are we ready for a motion to transmit?

MR. MAYERSOHN: Motion to transmit.

MR. NAYLOR: Second.

MS. FERTIG: Okay. All in favor?

COMMITTEE MEMBERS: Aye.

MS. FERTIG: Opposed?

(No response.)

MS. FERTIG: Thank you.

Okay. We're going to number 10, the Property and Inventory Audit of Selected Locations. I think there were two exceptions on this. Let me go to that page.

MR. MAGLI: There were 11 locations, three had exceptions.

MS. FERTIG: Oh, three, I'm sorry, I -- okay. Maybe I'm looking at the wrong thing. Oh, I see, over here. Okay.

All right. So, again, we'll take them by --

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	DD. Chief Auditor
DEPARTMENT:	Auditing

Agenda Item Number:	DD-3.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Internal Audit Report-Property and Inventory Audits of Selected Locations

REQUESTED ACTION:

Receive Internal Audit Report - Property and Inventory Audits of Selected Locations 2025-2026. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome (s)/Return on Investment, Financial Impact, and Rationale, please see Executive Summary.

EXHIBITS:

- Executive Summary
- Property & Inv Audit Rpt
- 061826 Meeting Excerpts

FINANCIAL IMPACT:

There is no financial impact to the District. The audit was funded through the General Fund allocation of the Office of the Chief Auditor and included in the FY26 adopted budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 4: Accountability **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark Magli	Phone:	754-321-2400
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Magli, Chief Auditor

Signature

Mark Magli, Chief Auditor

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark Magli
Title: Chief Auditor
Phone: 754-321-2400

EXECUTIVE SUMMARY

Internal Audit Report - Property and Inventory Audits of Selected Locations

Board Meeting Date: July 28, 2026

Requested Action: Receive the Internal Audit Report – Property and Inventory Audits of Selected Locations 2025-2026

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Policy 1700 Office of the Chief Auditor
Statutory Requirement	• Florida Statute, Chapter 274
If the School Board votes "Yes"	• The District will comply with Florda Statute, Administrative Code, and School Board's policies and procedures.
If the School Board votes "No"	• The District will not comply with Florda Statute, Administrative Code, and School Board's policies and procedures.
Alignment to the 2027 Strategic Goals and Guardrails	• This item aligns with school-focused outcomes through Guardrail 4; Accountability, which includes expectations, evaluation, transparency, and continuous improvement.
Measurable Outcome(s)/Return on Investment	• Fulfill commitments, meet deliverable deadlines, and achieve closure of the observations. District staff are expected to adhere to all relevant processes, procedures, and practices, ensuring proper follow-up and closure of identified observations noted.

Background/History
The Office of the Chief Auditor performed Property and Inventory Control Audits of Selected Locations, pursuant to Florida Statute 274, Florida Administrative Code 69I-73, and Business Practice Bulletin O-100. This report consists of eleven (11) audited locations. Eight (8) of the locations audited complied with Florida Statute, Administrative Code, and School Board's policies and procedures, resulting in no exceptions. At three (3) of the locations audited, exceptions were identified relating to unaccounted equipment and material internal control deficiencies.

School	Exception
0731 Tropical Elementary	Thirty-three (33) unaccounted tangible personal property items were identified, reflecting deficiencies in asset safeguarding controls, and inadequate submission of supporting documentation.
1271 Nova Dwight D. Elementary	Seven (7) unaccounted tangible personal property items were identified, reflecting deficiencies in asset safeguarding controls, and inadequate submission of supporting documentation.
3841 Manatee Bay Elementary	Nineteen (19) unaccounted tangible personal property items were identified, reflecting deficiencies in asset safeguarding controls, and inadequate submission of supporting documentation.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	**Piggyback Agreement** (Yes/No): N/A **Acquisition Method**: N/A

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

There is no financial impact to the District. This report is funded through the General Fund allocation of the Office of the Chief Auditor and included in the adopted FY26 budget. See attached.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
N/A	N/A	N/A

Budget Authority Request(s) *This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.*				
Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	N/A	N/A	N/A	N/A
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	
N/A	N/A	N/A	N/A	

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	None
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup: Property and Inventory Audit Report
Meeting Excerpts

INTERNAL AUDIT REPORT

Property and Inventory Audit of Selected Locations
2025 - 2026

Established 1915
BROWARD
County Public Schools

To be presented to the:

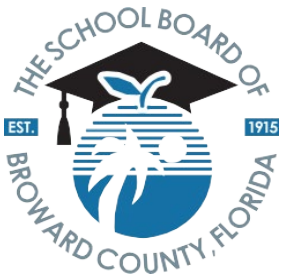
Audit Committee on
June 18, 2026

and

The School Board of Broward County, Florida on
July 28, 2026

by

The Office of the Chief Auditor



Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

browardschools.com

Established 1915
BROWARD
County Public Schools

Office of the Chief Auditor
Mark Magli, Chief Auditor
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301
phone: 754-321-2400 • fax: 754-321-2719
mark.magli@browardschools.com
www.browardschools.com/audit

The School Board of Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debrah Hixon
Nora Rupert
Rebecca Thampson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of School

June 3, 2026

Members of the School Board of Broward County, Florida
Members of the Audit Committee of the School Board of Broward County, Florida
Dr. Howard Hepburn, Superintendent of Schools

Ladies and Gentlemen:

We have performed a review of the Property and Inventory Controls for eleven (11) locations, pursuant to Florida Statute 274, Florida Administrative Code 69I-73, and Business Practice Bulletin O-100.

Each Property Custodian (Department Director/School Principal) is responsible for the safekeeping and proper use of the property entrusted to his or her care, are required to implement corrective actions, and comply with applicable laws, regulations, and School Board policies.

Our responsibility is to perform audits in accordance with generally accepted government auditing standards and to provide recommendations that improve operations, strengthen internal controls, and ensure compliance.

We have reviewed, on a test basis, the property and inventory records disclosed from District accounts and determined that eight (8) locations audited complied with prescribed laws, codes, policies, and procedures. At three (3) of the locations audited, exceptions were identified relating to unaccounted equipment and material internal control deficiencies.

Audit findings represent issues that may involve a deficiency in internal control; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or instances of fraud. Elements of a finding generally include criteria, condition, cause, and effect or potential effect, and relevant recommendations.

Established 1915
BROWARD
County Public Schools

Audit findings result from significant internal control weaknesses and unaccounted-for property that meet or exceed the following materiality thresholds, based on either the asset's historical purchase value or the severity of internal control deficiencies (quantity):

- Monetary (based on historical cost per item):
  - $2,500 or more for Standard property items
  - $1,500 or more for SMART Bond assets
- Internal control deficiency (quantity-based):
  - 10 or more unaccounted-for property items, regardless of individual cost or net book value

We wish to express our appreciation to the administration and staff of the various locations for their cooperation and courtesies extended during our audits.

Sincerely,

Mark Magli
Chief Auditor
Office of the Chief Auditor

Audits Performed by:
Aleah Davis
Domingo Fung
Keith Hernandez
Matthew Ruiz
Cenniel Washington III

Audits Reviewed by:
Laura Wright

Audits Managed by:
Merlin Butler

TABLE OF CONTENTS

Scope, Objective, Methodology 1

Authority 1

Summary 2

SECTION I: Summary of Property and Inventory Audits Performed 3-4

SECTION II: Property and Inventory Audits with No Exception 5

SECTION III: Property and Inventory Audits with Exceptions- Administrative Responses

Locations with Exceptions (Management responses included)

0731 Tropical Elementary 6-20
1271 Nova Dwight D. Eisenhower Elementary 21-27
3841 Manatee Bay Elementary 28-32

Scope, Objectives, and Methodology

The Office of the Chief Auditor conducts compliance audits, on a test basis, of selected schools and departments to provide the School Board, property custodians, and other stakeholders with unbiased, timely, and relevant information for promoting accountability and improving internal controls.

We conducted these compliance audits in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on the audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

We performed our audits with the objectives of:

- Evaluating compliance with current laws, rules, and district policies and procedures.
- Examining internal controls established by the location.
- Detecting indicators of fraud, waste, and abuse.

In conducting our test-based audit, we:

- Reviewed current laws, rules, and district policies and procedures.
- Physically verified selected property to ensure accurate accountability.
- Examined documentation supporting recorded property to confirm proper transfers, surplus procedures, and temporary removal of property by staff members.
- Reviewed the purchasing system to ensure all purchased property is appropriately recorded on property records.
- Prepared and submitted findings, discrepancies, and recommendations requiring management response. Management responses are detailed in Section III of this report.

Authority

The audits were conducted in accordance with Generally Accepted Government Auditing Standards ("Yellow Book") and School Board Policy 1700. The audit criteria referenced Section 274 of the Florida Statutes, Rules 69I-73 and 69I-71 of the Florida Administrative Code, as well as the Broward County Public Schools ("District") Business Practice Bulletin ("BPB") O-100.

Summary

A total of eleven (11) internal audits of tangible personal property were conducted, with each district location representing a separate audit engagement. The audits were performed to assess compliance with applicable property and inventory control requirements. Eight (8) of these locations had unaccounted for property items. At three (3) of the locations audited, exceptions were identified relating to unaccounted equipment and material internal control deficiencies. For the eleven (11) locations audited, 2,675 property items were sampled, with a combined historical purchase value of $4,312,644.53. Seventy-nine (79) of these items were unaccounted for, representing a combined historical value of $104,788.34 and with a current netbook value of $8,653.21.

SECTION I:

Property and Inventory Audits Performed

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
The Office of the Chief Auditor
Property Audits

The following table summarizes the audits that were performed. For any location that recived an exception,we included a detailed listing of the items that were unaccounted for and the administration's response.

Area	Name	Sample Total	Historical Cost	Items Unaccounted For (IUF)	Historical Cost (IUF)	Net Book Value	No Exception/ Exception	Page No.
School	0731 Tropical Elementary	211	$389,908.31	33	$42,960.37	$5,336.33	Exception	5-18
School	0751 Pompano Beach Elementary	108	$269,602.82	1	$1,695.50	$0.00	No Exception	
School	1271 Nova Dwight D. Elementary	268	$426,734.29	7	$14,656.13	$0.00	Exception	19-25
School	1781 Cypress Elementary	171	$397,127.69	1	$1,816.40	$953.61	No Exception	
School	1791 Apollo Middle	523	$551,423.98	8	$3,246.67	$0.00	No Exception	
School	1881 Pines Collegiate Academy	262	$437,488.07	0	$0.00	$0.00	No Exception	
Center	2123 Cypress Run Education Center	139	$332,326.92	7	$9,768.61	$2,026.74	No Exception	
School	2861 Pines Lakes Elementary	154	$353,802.09	0	$0.00	$0.00	No Exception	
Center	3301 Endeavour Primary Learning Center	69	$174,185.84	0	$0.00	$0.00	No Exception	
Subtotal		1,905	$3,332,600.01	57	$74,143.68	$8,316.68	**7 No Exceptions 2 Exception**	

Area	Name	Sample Total	Historical Cost	Items Unaccounted For (IUF)	Historical Cost (IUF)	Net Book Value	No Exception/ Exception	Page No.
School	3431 Sawgrass Spring Middle	456	$466,858.06	3	$992.50	$336.53	No Exception	
School	3841 Manatee Bay Elementary	314	$513,186.46	19	$29,652.16	$0.00	Exception	26-30
Subtotal		770	$980,044.52	22	$30,644.66	$336.53	**1 No Exceptions 1 Exception**	
Subtotal (Pg 2)		1,905	$3,332,600.01	57	$74,143.68	$8,316.68	**7 No Exceptions 2 Exception**	
Total		2,675	$4,312,644.53	79	$104,788.34	$8,653.21	**8 No Exceptions 3 Exception**	

SECTION II:

Property and Inventory Audit with No Exception

The property audits conducted at the following locations did not result in any exceptions.

LOCATION NAME

0751 Pompano Beach Elementary

1781 Cypress Elementary

1791 Apollo Middle

1881 Pines Collegiate Academy

2123 Cypress Run Education Center

2861 Pines Lakes Elementary

3301 Endeavour Primary Learning Center

3431 Sawgrass Spring Middle

SECTION III:

Property and Inventory Audits with Exceptions

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Office of the Chief Auditor
Property & Inventory Department
2025-2026
Tropical Elementary (0731)

Unaccounted For Tangible Personal Property

#	Inventory Number	Description	Serial Number	Unit Cost	Net Book Value
1	04-13823	PRINTER LEXMARK T630N B/W LASER	991G7NL	$1,208.00	$0.00
2	04-13824	PRINTER LEXMARK T630N B/W LASER	991G7NV	$1,208.00	$0.00
3	04-13826	PRINTER LEXMARK T630N B/W LASER	991G7N9	$1,208.00	$0.00
4	04-85193	PRINTER, LEXMARK T630N	9925TM8	$1,205.00	$0.00
5	05-21193	PRINTER, LEXMARK, T630N	991L4YB	$1,208.00	$0.00
6	05-21197	PRINTER, LEXMARK T630N	991L4YM	$1,208.00	$0.00
7	05-21199	PRINTER, LEXMARK, T630N	991L4Y8	$1,208.00	$0.00
8	05-37892	PRINTER LEXMARK T630N BLACK/WHITER LASER	99216MZ	$1,208.00	$0.00
9	05-37893	PRINTER LEXMARK T630N BLACK/WHITER LASER	99223BY	$1,208.00	$0.00
10	05-49305	PROJECTOR, EPSON POWERLITE 61P	F3HG471491F	$1,154.23	$0.00
11	05LL01067	LEXMARK REFRESH PRINTER-T640N	7901H05	$1,099.66	$0.00
12	09-01278	PRINTER, LEXMARK T640 B/W LASER	792FW4B	$1,148.00	$0.00
13	09-82796	ACTIVEXPRESSION, PEOMTHEAN AE1	07310003	$1,515.00	$0.00
14	10-04979	PROJECTOR, MULTI-MEDIA MED. EPSON 6110I	KE4F010079L	$1,650.00	$0.00
15	11-01582	PRINTER, LEXMARK T652DN B/W DUPLEX LASER	794CT7G	$1,248.00	$0.00
16	11-80684	PRINTER, LEXMARK T652DN	794CTHY	$1,245.00	$0.00
17	11-80688	PRINTER, LEXMARK T652DN	794CTH6	$1,248.00	$0.00
18	11-80689	PRINTER, LEXMARK T652DN	794CTHH	$1,248.00	$0.00
19	12-03451	AB387PUSACTIVBOARD 387 PRO 87	C1201050470	$1,299.00	$0.00
20	14-06621	PRINTER, LEXMARK MS610DN B/W DUPLX LASER	451443HH16Y97	$1,248.00	$0.00
21	15-01176	LAPTOP CART - BLACK BOX CART 30 UNIT	14143957408	$1,339.00	$0.00
22	15-01596	WIDESCREEN HDTV	404RMLM3Q032	$1,167.50	$0.00
23	15-03603	LEXMARK MX410DE PRINTER	701544LM0KB8T	$1,038.00	$0.00
24	16-00682	XGA 5000 LUMENS PROJECTOR	RKSF4Y0302L	$1,210.00	$0.00
25	16-03390	SERVER, POWEREDGE R220	B60S382	$1,868.33	$0.00
26	24-16830	WIN-10080600 ARMADA BRC 40/22 120V CARPE	10080600005309	$5,015.00	$4,179.17
27	R04-85730	APC 2200 UPS	JS0720007687	$1,299.00	$0.00
28	R04-85731	APC 2200 UPS	JS0906011109	$1,299.00	$0.00
29	R11-81633	PROMETHEAN	C1010270152	$1,000.00	$0.00
30	S18-03403	APC SMART UPS 1500	AS1710140959	$730.85	$0.00
31	S22-04602	LEXMARK MS521DN PRINTER	4600149422DY4	$609.00	$223.30
32	S23-02056	RECORDEX SIMPLICITYCAM DOC CAM 13	SC13-003-2089	$270.40	$153.22
33	S24-02109	ANCHOR 472100 AN-MINI SYSTEM	L230432	$1,142.40	$780.64
			Total	**$42,960.37**	**$5,336.33**

Location: **Tropical Elementary (0731)**
Custodian: **Robert Schneider, Principal**
Address: **1500 SW 66th Avenue Plantation, FL 33317**

Total Number of Items in Sample: 211
Total Dollar Cost of Items in Sample: $389,908.31
Total Number of Items Unaccounted for: 33
Total Dollar Cost of Items Unaccounted for: $42,960.37
Total Netbook Value of Items Unaccounted for: $5,336.33

As a result of the property and inventory audit conducted at Tropical Elementary, it was determined that some internal controls over inventory and the management of tangible personal property were not compliant with the District's policies and procedures.

The school's property custodian is responsible for the safekeeping and proper use of property at their assigned location, in accordance with Section 274.03, F.S., Florida Administrative Code and Business Practice Bulletin O-100.

Unaccounted-for Property

During a test-based audit of property and inventory at Tropical Elementary, thirty-three (33) items were unaccounted for. The property custodian was unable to locate these assets and did not provide supporting documentation to reconcile the missing items or substantiate their final disposition. The lack of adequate documentation and effective controls over the safeguarding of equipment and accountability of property increases the risk of assets being lost, stolen, or the risk of inaccurate reporting of property.

Business Practice Bulletin ("BPB") O-100 Section E states, "*All locations must take appropriate measures to ensure the safekeeping of all tangible personal property. This includes securing all high-theft equipment during hours of non-operation.*"

Purchasing Tangible Personal Property

The property custodian (school principal) stated that the ANCHOR 472100 AN-MINI SYSTEM, identified as unaccounted-for, was not received from the vendor. However, supporting documentation was not provided regarding this matter. The Master Files of Capital Assets database for tangible personal property indicated

that the item was acquired on January 1, 2024, and subsequently recorded as an asset.

BPB O-100 Section A.1 states *"When tangible personal property is received on-line, the individual must process the goods receipt for each item separately and record the unique serial number for each property item within the system. If the tangible personal property has not been received at the location, and the asset record was mistakenly created for this location, the property custodian should immediately notify Accounting & Financial Reporting - Capital Assets to correct the discrepancy in a timely manner."*

Conducting Semi-Annual Inventories

A review of the location's semi-annual inventory forms, submitted through BCPS[1] Central, revealed that for Fiscal Year 2024–2025, both required semi-annual inventories were completed and submitted with no unaccounted-for tangible personal property reported. However, as noted, thirty-three (33) property items were not located during the audit.

The inability to locate these assets despite the completion of the required semi-annual inventories indicated that inventory reconciliation procedures were not performed effectively or that discrepancies identified during the inventory process were not adequately investigated and resolved during the semi-annual. Effective inventory reconciliations are essential to ensuring the accuracy of property records and the timely identification of missing, misplaced, or improperly recorded assets.

As a result, the location demonstrated weaknesses in its controls over the safeguarding and accountability of tangible personal property.

Recommendations

The Office of the Chief Auditor suggests "hands on all" item reconciliation be completed at all schools/departments to ensure staff maintains an accurate physical accounting of designated assets. Additionally, the OCA recommends the following oversight and monitoring measures to the property custodian:

- Establish internal controls to improve accountability and the safeguarding of the District's assets.
- Review BPB O-100 Procedures for Property and Inventory Control with the designated property team members and all other related staff to ensure compliance with all applicable policies and procedures.

[1] BCPS Central is maintained by Application Services Division of the Information Technology Department.

- Implement internal control procedures that include periodic review and reconciliation of asset records, at a minimum, during semi-annually inventories conducted in accordance with District policies and procedures for property control, as prescribed in BPB O-100.
- Assemble a property and inventory team and provide all staff with the inventory management procedures and expectations as implemented by the property custodian.
- Enroll designated property team members to participate in the Information Technology Department's *Inventory Process & Tips* training.

Continue school efforts to locate the remaining unaccounted for items and report any asset recoveries to Accounting and Financial Reporting-Capital Assets immediately.

Established 1915
BROWARD
County Public Schools

Tropical Elementary School
Robert N. Schneider, Principal
Deborah Brown, Assistant Principal
1500 SW 66 Avenue
Plantation, Florida 33317
phone: 754-323-7750 • fax: 754-323-7790
robert.schneider@browardschools.com
www.browardschools.com/tropical

The School Board of Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

May 26, 2026

To: Merlin Butler, Manager, Property & Inventory Control Audits
Office of the Chief Auditor

From: Robert N. Schneider, Principal
Tropical Elementary School

Via: Ted Toomer, Ed.D., Central Regional Superintendent
Office of the Central Regional Superintendent

Subject: **PROPERTY AND INVENTORY AUDIT RESPONSE- TROPICAL ELEMENTARY (0731)**

In response to the Property and Inventory Control Audit conducted from October 6-10, 2025, please see my responses that address the findings by the Office of the Chief Auditor.

1. Summary of Unaccounted-for Assets

The assets identified on the attached 03290 Tangible Loss Form were determined to be unaccounted for during the January 2025 and May 2025 semi-annual inventory reviews. Despite extensive efforts to locate these assets and reconcile inventory records, the items remain unaccounted for.

2. Explanation of Asset Status

The following information provides a summary of the circumstances surrounding the unaccounted-for assets and the reasons property records may require adjustment.

PROPERTY AND INVENTORY AUDIT RESPONSE- TROPICAL ELEMENTARY (0731)

a. Following the January 2025 inventory review, a comprehensive effort was undertaken to locate the missing assets. Classrooms, offices, storage rooms, closets, and other areas throughout the school were searched. In addition, available inventory records, historical files, and supporting documentation were reviewed in an effort to determine the disposition of the assets.

b. During the review process, information obtained from available records and discussions with former employees indicated that some B-Stock transactions completed prior to 2017 may not have been fully reconciled within the district's inventory system. Supporting documentation for certain asset disposals and transfers could not be located despite extensive efforts to obtain such records.

c. Documentation reviewed from a 2017 school audit reflects ongoing communication among Audit Services, Capital Assets, B-Stock personnel, and prior school administration regarding assets that had reportedly been transferred, disposed of, or collected through the B-Stock process but remained listed on inventory reports. Available information suggests that documentation associated with certain B-Stock transactions may have been unavailable or incomplete, preventing the appropriate adjustment of inventory records.

d. One asset presents a unique circumstance. The item was purchased in 2023 and reportedly delivered in 2024; however, neither the school nor the vendor has been able to locate documentation confirming delivery. In addition, the original quotation references Tropical Elementary in Brevard County rather than Broward County. Although the purchase order was issued through Broward County Public Schools and the invoice was processed through BCPS Accounting, no current staff members have knowledge of receiving, utilizing, or storing the device. Despite efforts to verify delivery and locate the asset, no evidence has been found indicating that the item was physically received at the school.

3. Efforts to Locate the Assets

The following actions were taken to locate or recover the missing assets:

a. Conducted extensive searches of classrooms, offices, storage areas, closets, and other locations throughout the school.

b. Reviewed available inventory records, purchase documentation, historical files, and supporting paperwork related to asset transfers and disposals.

PROPERTY AND INVENTORY AUDIT RESPONSE- TROPICAL ELEMENTARY (0731)

c. Searched for documentation associated with prior B-Stock transactions and attempted to reconcile records with available information.

d. Reviewed obsolete and surplus equipment located on campus to determine whether any missing assets had been improperly identified, stored, or recorded.

e. Worked with Capital Assets personnel to verify inventory records, serial numbers, and documentation where available.

Despite these efforts, the assets have not been located.

4. Preventive Measures

The following procedures have been implemented to strengthen inventory accountability and reduce the likelihood of future discrepancies:

a. Continued collaboration with Capital Assets to verify and update inventory records when discrepancies are identified.

b. Review and correction of inventory information, including serial numbers and asset descriptions, when supporting documentation is available.

c. Organization, documentation, and preparation of obsolete and broken equipment for future B-Stock processing.

d. Maintenance of supporting documentation related to inventory transfers, disposals, and B-Stock transactions.

e. Follow-up with appropriate departments to confirm receipt and processing of inventory-related documentation.

5. Request for Inventory Adjustment

The Immediate Notification Form (SIU Report) has been submitted to BCPS Police and is included in this package. Based on the extensive efforts undertaken to locate the assets and reconcile inventory records, and in the absence of documentation establishing the current location of the items, Tropical Elementary School respectfully requests that the assets be classified as "Missing" in accordance with district procedures and applicable regulations. If the assets are not recovered

PROPERTY AND INVENTORY AUDIT RESPONSE- TROPICAL ELEMENTARY (0731)

within the applicable retention period, we request that the property records be adjusted accordingly.

6. Record Retention

A copy of this letter and all supporting documentation will be maintained at Tropical Elementary School in accordance with district record retention requirements and for future audit purposes.

Robert N. Schneider Date 5.24.24
Robert N. Schneider, Principal Tropical Elementary
Sign above line

_____ Date _____
Ted Toomer, Area superintendent, Central Area
Sign above line

(77 A) - ATTACHMENT

SPECIAL INVESTIGATIVE UNIT
IMMEDIATE NOTIFICATION FORM (NON-PERSONNEL)

Complete form for all serious incidents, property loss/damage and FAX to SIU at (754)321-0930

REPORTING INFORMATION

School/Site Tropical Elementary - 0731 Incident Code N/A
Telephone # 754-323-7750 Terms Event #
Area ✓ N ✓ C ___ S Date of Incident unknown Time of Incident N/A
Principal Administrator Robert Schneider Incident Occurred ___ On Campus ___ Off Campus
Name of Complainant Barclay Quatremain - Technical Support Specialist II
___ Student ✓ Employee ___ Parent ___ Other

GANG RELATED ___ YES ✓ NO ___ REQUIRES FURTHER INVESTIGATION

Criteria for further investigation of whether an incident is gang related to include : (Mark all that apply.)

___ Any incident committed by a documented gang member or associate;
___ Any fight, assault or incident involving weapons;
___ Any student suspected of association with a gang member;
___ Any incident involving recruitment of students info gang membership;
___ Any student involved in a criminal act wearing gang attire; and
___ Any gang graffiti or other gang indicators.

DETAILS OF INCIDENT

Victim (s):

		SID	Grade	R	S	DOB	PH#
Name	Tropical Elementary School						
Name							

Suspect (s):

		SID	Grade	R	S	DOB	PH#
Name							
Name							

(Please use additional sheets if necessary.)

Describe Incident/Injuries

Describe Property Loss/Damage

Items MISSING very likely as a result of Missing Documentation from Previous B-Stock Transfers, that have never been followed up on by previous Tech Support Specialist and since last AUDIT in 2017

Multiple Items 42 with initial Date of ownership 2001 onwards, which have clearly gone beyond Useful Life and or Broken, with the Adition of ONE item that there is no proof of delivery, by BCPS or Vendor (initially PO was writtent by Vendor to wrong FL County)

Police Notified ✓ Yes ___ No Police Agency Plantation PD - SRO Report # 25-0000633
Paramedics ___ Yes ✓ No
Signature of Reporting Administrator

SIU OFFICE USE ONLY

Investigation Assigned By: Date
Investigator Assigned:
Final Incident Determination:

FORM #4617 11/95
Revised 12/8/00

ORI : FL0060600

Incident Number # : 2510000633

Print Date : 10/28/2025 09:21

Incident Information

Reported Date : 10/21/2025 13:08 Reporting Officer: STEVENSON, JOEL G (98927)

Occurred From : 10/21/2025 13:00 Disposition :

Occurred To : 10/21/2025 13:01 Disposition Date :

Location : 1500 SW 66TH AVE PLANTATION,FL 33317

Domestic Violence : ☐ BWC Uploaded: ☐ Marsy's Law Invoked: ☐

Offense Information

Offense Code : <903-90z> INFORMATION

Severity : NOT APPLICABLE Attempt : COMMITTED

Incident Names

Involvement : REPORTING PARTY

Last Name : QUATREMAIN Home Address : 6091 SW 14TH ST, PLANTATION, FL, 33317

First Name : BARCLAY Resident Status :

Middle Name : SCOTT Home Phone : (954) 673-4601

Suffix : Work Phone : (954) 673-4601

DOB : 12/25/1967 Cell Phone : (954) 673-4601

Age : 57 Email:

Gender : MALE Ethnicity : NOT HISPANIC OR LATINO

Race : WHITE/ CAUCASIAN

Involvement : INVOLVED OTHER

Name : TROPICAL ELEMENTARY SCHOOL Address : 1500 SW 66TH AVE, PLANTATION, FL, 33317

Work Phone :

Narratives For Incident

Entered On : 10/22/2025 09:26 Case Officer : STEVENSON, JOEL G (98927)

Narrative :

On Tuesday October 21st, 2025 I was contacted by Mr. Quartemain, the I.T. manager for Tropical Elementary School. He provided me with a list of missing items from the school. The items were all likely destroyed for being obsolete, however, the paperwork for their destruction was lost. The list

totaled 35 items and are listed here.

Apple computer serial number YM0432CFJAU

9 Lexmark printers serial numbers 991G7NL, 991G7NV, 991G7N9, 9925TM8, 991L4YB, 991L4YM, 991L4Y8,99216MZ, 99223BY

2 Dell laptops serial numbers 6JPDG61, 7GPDG61

2 Epson Projectors serial numbers F3HG471485F, F3HG471491F

2 Lexmark printers serial numbers 7901H05, 792FW4B

3 Promethean Boards serial numbers 07310003, C1201050470, C1010270152

Epson Projector serial number KE4F010079L

5 Lexmark printers serial numbers 794CT7G, 794CT7X, 794CTHY, 794CTH6, 794CTHH

CISC SX20 serial number FTT16190040

2 Lexmark Printers serial numbers 451443HH16Y97, 701544LM0KB8T

Pendant Camera serial number 111809102550

Dell laptop serial number DS512J3

Anchor speaker serial number L230432

Lenovo monitor SV5NZL830

11 Lenovo laptops serial numbers R90YM4H8, R90YM4HQ, R90YM4HK, R90YM4HN, R9134RQT, PW01J2JS, PF1SYL1W, PF1BW1B6, PF1T8F3J, PF1T5QPQ, PW08WF6Q

Under penalty of perjury, I declare that I have read the foregoing and that the facts stated therein are true and correct to the best of my knowledge and belief. I swear and affirm that I have prepared this incident report, and it is correct and true to the best of my knowledge.

Electronically signed by: STEVENSON, JOEL G (98927)

Incident Supplement

Supplement # : 2510000633-0001 **Supplement Type :** INVESTIGATION UNIT

Supplement Date/Time: 10/24/2025 10:41:00 AM **BWC Uploaded:** ☐

Supplement Officer : STEVENSON, JOEL G (98927)

Supervisor Name :

Supplement Narrative

On Thursday October 23rd, 2025 I was told by the reporter that the following items were also missing from the school.

Laptop cart serial number 14143957408

Widescreen television serial number 404RMLM3Q032

Thinkpad laptop serial number PF1T5QPQ

2 APC battery backups serial numbers JS720007687, JS0906011109

Lexmark printer serial number 4600149422DY4

Recordex SimplicityCam serial number SC13-003-2089

Under penalty of perjury, I declare that I have read the foregoing and that the facts stated therein are true and correct to the best of my knowledge and belief.
I swear and affirm that I have prepared this incident report, and it is correct and true to the best of my knowledge.

Electronically signed by: STEVENSON, JOEL G (98927)

Involved Officers

Officer : STEVENSON, JOEL G (98927) **Section :** **Date/Time :**

The School Board of Broward County, Florida Capital Assets Activity Form - Tangible Property Loss/Equipment Acquisition

LOCATION NAME AND NUMBER: Tropical Elementary - 0731

TANGIBLE PROPERTY LOSS: MISSING ITEMS X 43

EQUIPMENT ACQUISITION: N/A

for equipment valued at $1000 or more that is aquired with internal funds or by donations

DATE OF LOSS: UNKNOWN

ACQUISITION DATE (FOR ACQUISITION ONLY)	BPI # IF APPLICABLE	SERIAL #	MODEL NUMBER	EQUIPMENT DESCRIPTION	COST / ESTIMATED VALUE	ROOM / BLDG
	01-15942	YM0432CFJAU		Apple COMPUTER, MAC IMAC	$1,195.86	
	04-13823	991G7NL		PRINTER LEXMARK T630N B/W LASER	$1,208.00	
	04-13824	991G7NV		PRINTER LEXMARK T630N B/W LASER	$1,208.00	
	04-13826	991G7N9		PRINTER LEXMARK T630N B/W LASER	$1,208.00	
	04-85193	9925TM8		Printer, Lexmark T630N	$1,205.00	
	05-21193	991L4YB		PRINTER, LEXMARK, T630N	$1,208.00	
	05-21197	991L4YM		PRINTER, LEXMARK T630N	$1,208.00	
	05-21199	991L4Y8		PRINTER, LEXMARK, T630N	$1,208.00	
	05-37892	99216MZ		PRINTER LEXMARK T630N BLACK/WHITER LASER	$1,208.00	
	05-37893	99223BY		PRINTER LEXMARK T630N BLACK/WHITER LASER	$1,208.00	
	05-43173	6JPDG61		Dell Laptop PM W/CDRW/DVD COMBO 14.1	$1,738.00	
	05-43178	7GPDG61		Dell Laptop PM W/CDRW/DVD COMBO 14.1	$1,738.00	
	05-49305	F3HG471491F		PROJECTOR, EPSON POWERLITE 61P	$1,154.23	
	05LL01067	7901H05		Printer Lexmark Refresh - T640n	$1,099.66	
	09-01278	792FW4B		PRINTER, LEXMARK T640 B/W LASER	$1,148.00	
	09-82796	07310003		PRomethean Board Active Expression AE1	$1,515.00	

Loss Acknowledged By: _____ DATE 10/30/25

Principal / Director (per Policy 3204)

LOSS: SUBMIT TO CAPITAL ASSETS ACCOUNTING
NOTE: ATTACH COPIES OF POLICE AND SIU IMMEDIATE NOTIFICATION REPORT

ACQUISITION: SUBMIT TO CAPITAL ASSETS ACCOUNTING
ATTACH A COPY OF INVOICE(S)

NOTE:

FORM #03290
REV 10/25/2010

RETAIN COPY FOR YOUR RECORDS

	10-04979	KE4F010079L		PROJECTOR, MULTI-MEDIA MED. EPSON 6110i	$1,650.00	
	11-01582	794CT7G		PRINTER, LEXMARK T652DN B/W DUPLEX LASER	$1,248.00	
	11-01585	794CT7X		PRINTER, LEXMARK T652DN B/W DUPLEX LASER	$1,248.00	
	11-80684	794CTHY		Printer, Lexmark T652dn	$1,245.00	
	11-80688	794CTH6		Printer, Lexmark T652dn	$1,248.00	
	11-80689	794CTHH		Printer, Lexmark T652dn	$1,248.00	
	12-03451	C1201050470		Promethean Board AB387PUS Activboard 387 Pro 87	$1,299.00	
	14-06621	451443HH16Y97		PRINTER, LEXMARK MS610DN B/W DUPLX LASER	$1,248.00	
	15-01176	14143957408		LAPTOP CART - BLACK BOX CART 30 UNIT	$1,339.00	
	15-01596	404RMLM3Q032		WIDESCREEN HDTV	$1,167.50	
	15-03603	701544LM0KB8T		Printer LEXMARK MX410DE	$1,038.00	
	16-00682	RKSF4Y0302L		XGA 5000 LUMENS PROJECTOR	$1,210.00	
	16-03390	B60S382		SERVER, POWEREDGE R220	$1,868.33	
	19-01665	111809102550		3.3 MP, PENDANT MULTISENSOR CAMERA	$2,704.00	
	21-09455	R90YM4H8		Laptop LENOVO THINKPAD L390 (1F - i5 TOUCH)	$622.50	
	21-09459	R90YM4HQ		Laptop LENOVO THINKPAD L390 (1F - i5 TOUCH)	$622.50	
	21-09478	R90YM4HN		Laptop LENOVO THINKPAD L390 (1F - i5 TOUCH)	$622.50	
	21-24634	PF1T8F3J		ThinkPad Laptop L14 Gen1 20U2S0NE00	$503.50	
	21-25466	PF1SYL1W		LENOVO Laptop THINKPAD L14	$503.50	
	21-27063	PF1T5QPQ		ThinkPad Laptop L14 Gen1 20U2S0NE00	$503.50	
	R04-85730	JS0720007687		APC 2200 UPS	$1,299.00	
	R04-85731	JS0906011109		APC 2200 UPS	$1,299.00	
	R11-81633	C1010270152		PROMETHEAN	$1,000.00	
	S18-03403	AS1710140959		APC SMART UPS 1500	$730.85	
	S22-04602	4600149422DY4		Lexmark MS521dn Printer	$609.00	
	S23-02056	SC13-003-2089		RECORDEX SIMPLICITYCAM DOC CAM 13	$270.40	
	S24-02109	L230432		Anchor 472100 An-MINI System Speaker	$1,142.40	

Loss Acknowledged By: _____ DATE 10/20/25

Principal / Director (per Policy 3204)

LOSS: SUBMIT TO CAPITAL ASSETS ACCOUNTING
NOTE: ATTACH COPIES OF POLICE AND SIU IMMEDIATE NOTIFICATION REPORT

ACQUISITION: SUBMIT TO CAPITAL ASSETS ACCOUNTING
ATTACH A COPY OF INVOICE(S)

NOTE:

FORM #03290
REV 10/25/2010

RETAIN COPY FOR YOUR RECORDS

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Office of the Chief Auditor
Property & Inventory Department
2025-2026
Nova Dwight D. Eisenhower Elementary (1271)

Unaccounted For Tangible Personal Property

#	Inventory Number	Description	Serial Number	Unit Cost	Net Book Value
1	02-16948	STRIPPER, FLOOR PROPANE ALTO	AE1728	$3,944.57	$0.00
2	03-07007	PRINTER, LEXMARK T520N	990201V	$1,258.00	$0.00
3	07-13305	WAXER, FLOOR FASTRAK	13435	$2,495.00	$0.00
4	08LA01549	APPLE MACBOOK 2.4 GHZ; 2 GB RAM	WQ8128WU0P1	$2,769.81	$0.00
5	12-01394	APPLE MACBOOK PRO 13" 2.4 GHZ 13.3" DIS	C02GCY6KDRJ7	$1,511.75	$0.00
6	13-01914	APPLE MACBOOK PRO 13" 2.5GHZ 13" DISPLY	C02JGY1WDTY3	$1,511.00	$0.00
7	15-03321	APPLE MACBOOKPRO 13"	C1MNK6U5DTY3	$1,166.00	$0.00
			Total	**$14,656.13**	**$0.00**

Location: **Nova Dwight D. Eisenhower Elementary (1271)**
Custodian: **Kristi Rippo, Principal**
Address: **6501 SW 39th Street Davie, FL 33314**

Total Number of Items in Sample: 268
Total Dollar Cost of Items in Sample: $426,734.29
Total Number of Items Unaccounted for: 7
Total Dollar Cost of Items Unaccounted for: $14,656.13
Total Netbook Value of Items Unaccounted for: $0

As a result of the property and inventory audit conducted at Nova Dwight D. Eisenhower Elementary, it was determined that some internal controls over inventory and the management of tangible personal property were not compliant with the District's policies and procedures.

The school's property custodian (school principal) is responsible for the safekeeping and proper use of property at their assigned location, in accordance with Section 274.03, F.S., Florida Administrative Code and Business Practice Bulletin O-100.

Unaccounted-for Property

During a test-based audit of property and inventory at Nova Dwight D. Eisenhower Elementary, seven (7) property items remained unaccounted for after the property custodian provided physical locations and supporting documentation for other assets as part of the audit response. The property custodian was unable to locate the seven remaining assets and did not provide sufficient supporting documentation to reconcile the missing items or substantiate their final disposition. The lack of adequate documentation and effective controls over the safeguarding of equipment and accountability of property increases the risk of assets being lost, stolen, or the risk of inaccurate reporting of property.

BPB O-100 Section E states, "*All locations must take appropriate measures to ensure the safekeeping of all tangible personal property. This includes securing all high-theft equipment during hours of non-operation.***"**

Conducting Semi-Annual Inventories

A review of the location's semi-annual inventory forms, submitted through BCPS Central, revealed that no semi-annual inventory reports were submitted for Fiscal Year 2024–2025. As a result, the property custodian was unable to demonstrate that the required semi-annual inventories were conducted and certified.

The failure to complete and submit the required semi-annual inventory forms indicated that the property custodian did not comply with BPB O-100. Failing to comply with the property and inventory policies and procedures weakens accountability over District assets and increases the risk that employee errors, theft, or misuse of assets may go undetected. Additionally, Semi-annual inventory review and reconciliation allow the school to promptly detect and resolve mistakes, discrepancies, or other asset record inconsistencies.

Recommendations

The Office of the Chief Auditor suggests "hands on all" item reconciliation be completed at all schools/departments to ensure staff maintains an accurate physical accounting of designated assets. Additionally, the OCA recommends the following oversight and monitoring measures to the property custodian:

- Establish internal controls to improve accountability and the safeguarding of the District's assets.
- Review BPB O-100 Procedures for Property and Inventory Control with the designated property team members and all other related staff to ensure compliance with all applicable policies and procedures.
- Implement internal control procedures that include periodic review and reconciliation of asset records, at a minimum, during semi-annually inventories conducted in accordance with District policies and procedures for property control, as prescribed in BPB O-100.
- Assemble a property and inventory team and provide all staff with the inventory management procedures and expectations as implemented by the property custodian.
- Enroll designated property team members to participate in the Information Technology Department's *Inventory Process & Tips* training.

Continue school efforts to locate the remaining unaccounted for items and report any asset recoveries to Accounting and Financial Reporting-Capital Assets immediately.

Established 1915
BROWARD
County Public Schools

Nova Eisenhower Elementary
Kristi Rippo, Principal
6501 SW 39th Street
Davie, Florida 33314
phone: 754-323-6500 • fax: 754-323-6690
Kristi.burdick.rippo@browardschools.com
www.Novaeisenhower.browardschools.com

The School Board of Broward County, Florida

Debra Hixon, Chair
Sarah Leonardi, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Dr. Jeff Holness
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

To: Merlin Butler, Manager, Property & Inventory Control Audits
Office of the Chief Auditor

From: Kristi Rippo, Principal
Nova Eisenhower Elementary School

Via: Dr. Ted Toomer, Ed.D., Central Regional Superintendent
Office of the Central Regional Superintendent

Subject: Response to the 2025–2026 Property Compliance Audit Questionnaire & Property Audit Results Letter

Dear Property Compliance Team,

Thank you for the comprehensive review conducted as part of the **2025–2026 Property Compliance Audit Questionnaire** and for the **Property Audit Results Letter dated May 15, 2026**, identifying 24 unaccounted-for assets totaling $35,387.13. We appreciate the opportunity to respond to the findings and outline the corrective actions already implemented to strengthen internal controls and ensure full compliance moving forward.

Following the audit, our administrative team conducted an internal review of all findings and took immediate steps to address each area of concern. During this review, we determined that **all but two items listed in the attached questionnaire are now accounted for**. The **two remaining unaccounted-for items predate the current administration team, Micro Tech, and head custodian**, and appear to have been missing prior to 2020. Additionally, several of the items originally flagged as missing were part of a **district-coordinated property pickup in 2020**, initiated due to a Health Department concern. Email documentation confirming this removal was located and shared with the assigned auditor.

All property passes were reviewed and updated to ensure they now meet district requirements. We have implemented a new process in which passes are completed at the time equipment is issued, submitted immediately, and stored in a designated folder for principal review and signature.
To ensure long-term compliance, we have established new internal controls involving the assistant principal and Micro Tech, including monthly inventory reviews, serial number verification for all new items, and structured procedures for semi-annual inventories and disposal documentation.
We remain committed to maintaining accurate, transparent, and compliant property records and appreciate the guidance provided through this audit process.

Summary of Corrective Actions and Audit Findings

Missing Property Items

- **All but two items** listed in the audit questionnaire are now accounted for.
- The **two unaccounted-for items predate** the current administration, MicroTech, and head custodian.
- Several items were removed during a **2020 district property pickup** due to a Health Department concern (email documentation provided).
- Internal review confirmed that only two items lack physical verification on campus:
  - 02-16948 Floor Stripper – no documentation of delivery
  - 03-07007 Lexmark Printer – no documented proof of receipt
- Multiple items were misclassified due to serial number discrepancies, replacements, or documentation gaps.
- Older printers and devices (2002–2015) were likely disposed or replaced; documentation gaps contributed to misclassification.
- One item (#13) is currently accounted for and in possession of staff member Mr. Balmori.
- Continued reconciliation with Capital Assets is underway.

Property Pass Compliance

- All property passes were reviewed and corrected after the audit.
- New internal control process implemented:
  - Property passes completed at the time equipment is issued
  - Passes immediately submitted to the front office
  - Passes stored in a designated folder for principal review and signature
  - No equipment leaves its assigned location without a fully completed pass

Serial Number Accuracy

- Multiple items listed as "OMISSION" were verified and corrected with updated serial numbers submitted to Capital Assets.
- Micro Tech now verifies all serial numbers for new items.
- Monthly joint review of asset entries by the assistant principal and Micro Tech.
- Any discrepancies corrected immediately and reported to Capital Assets.

Laptop Cart Replacement

- One laptop cart was damaged and replaced with serial **LEN98808**, supported by packing list and email documentation.

Semi-Annual Inventories

- Inventory was completed and signed on 2/2/2024; improved documentation procedures implemented.

- Assistant principal and Micro Tech will jointly conduct and document both required inventories each fiscal year.
- Recurring calendar reminders established to ensure timely completion.
- Documentation stored digitally and in hard copy for audit readiness.

Disposal Documentation

- Assistant principal and MicroTech will verify all Form 3290A submissions for completeness.
- Items will not be sent to B-Stock until documentation is fully verified.
- A tracking log will ensure all removed items are reconciled with the inventory report.

Ongoing Internal Controls

- Monthly inventory review meetings between the assistant principal and MicroTech.
- Principal oversight of property passes and disposal documentation.
- Expansion of the secondary database to include all high-risk items under $1,000.
- Spot checks of high-risk items conducted throughout the year.
- Improved documentation retention and staff training on asset procedures.

Conclusion

While 24 items were initially identified as unaccounted for, **all but two have been fully reconciled**, with the remaining two items predating the current administrative and custodial teams. The majority of discrepancies were attributable to documentation gaps, serial number updates, or historical replacements rather than confirmed loss. The school has taken immediate corrective action and implemented sustainable internal controls to ensure full compliance moving forward.

We remain committed to safeguarding district property and maintaining accurate, transparent inventory records. If additional information or documentation is needed, we are prepared to provide it.

Sincerely,

Kristi B. Rippo
Principal, Nova Dwight D. Eisenhower Elementary School

2025-2026 Questionnaire -Nova Eisenhower

A. All items were accounted for except 2 items numbers 1 and 2.

#	Inventory Number	Description	Serial Number	Unit Cost
1	02-16948	STRIPPER, FLOOR PROPANE ALTO	AE1728	$3,944.57
2	03-07007	PRINTER, LEXMARK T520N	990201V	$1,258.00

(verified with bookkeeper and head custodian, no invoice that the items were ever on our campus)

B. Item number 20 was damaged and replaced with Serial # 98808. See email confirmation.

C. Items 19, 21-24 have new serial numbers that are on the current PNI. They were listed as previous omission under the serial number but we inquired in October with Capital Assets to get it fixed. See email confirmation.

Equipment num	Description	Serial num	Room #	Discrep Corr	Cost	Monitor Number
03-07012	PRINTER, LEXMARK T520N	9904M21	bstock 3/20 WSARF 6/10/2022		1,258.00	03-07012-1
03-07013	PRINTER, LEXMARK T520N	9904M22	bstock 3/20 WSARF 6/10/2022		1,258.00	03-07013-1
03-07020	Printer, LEXMAK T520N	9904M79	bstock 3/20 WSARF 6/10/2022		1,258.00	03-07020-1
03-07023	PRINTER, LEXMARK T520N	9904M7D	bstock 3/20 WSARF 6/10/2022		1,258.00	03-07023-1
03-20659	PRINTER, LEXMARK 630	9910WZV	bstock 3/20 PO280171	9910WZV	1,208.00	03-20659-1
03-83791	PRINTER, LEXMARK T520N	9904M23	bstock 3/20 WSARF 6/10/2022	9904M28	1,258.00	03-83791-1
05-37588	Lexmark T630	992168X	bstock 3/20 WSARF 6/10/2022	99216BX	1,208.00	05-37588-1
05-37978	Lexmark Printer, T630	991KH4Z	bstock 3/20 WSARF 6/10/2022		1,394.00	05-37978-1
07-13305	Waxer, Floor Fastrak	13435	not on campus	not in 126J	2,495.00	07-13305-1
08LA01549	MacBook Teacher Refresh 2008	WQ8128WU0P1	143 bstock (last property pass COOPER)	last property pass Ms COOPER	1,487.75	08LA01549-1
12-01392	Macbook Pro	C17GDLXUDRJ7	not on campus	last property pass Balmori	1,511.75	12-01392-1
12-01394	Macbook Pro	C02GCY6KDRJ7	143 bstock	last property pass Ms COOPER	1,511.75	12-01394-1
12-04211	Macbook Pro	C1MHFV1DDV13	119E	found in 854	1,511.75	12-04211-1
13-01912	Macbook Pro	C02JGY1LDTY3	119E	found in 228 Brown	1,511.00	13-01912-1
13-01914	Macbook Pro	C02JGY1WDTY3	143 bstock (Ms. Luck last chk out)	last property pass Ms. Luck	1,511.00	13-01914-1
15-03321	Macbook	C1MNK6U5DTY3	not on campus	SHED	1,166.00	15-03321-1
22-54565	Earthwalk Cart	100135	R105	y	1,487.75	22-54565-1
22-54566	Earthwalk Cart	100123	143 (damaged needs exchanging replaced by 98808)			22-54566-1
22-03201	ThinkCentre M70a	MJ0GXYMY	101	yes	695.00	22-03201-1
22-03202	ThinkCentre M70a	MJ0GQ59K	101	CRUZ		22-03202-1
22-03203	ThinkCentre M70a	MJ0GQ59L	101	YUELEI		22-03203-1
22-03204	Lenovo ThinkCentre	MJ0GQ6BG	101C	REID		M70-A-1
22-54566	Earthwalk Cart	98808	R852	y	1487.75	22-54565

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Office of the Chief Auditor
Property & Inventory Department
2025-2026
Manatee Bay Elementary (2801)

Unaccounted For Tangible Personal Property

#	Inventory Number	Description	Serial Number	Unit Cost	Net Book Value
1	03-08111	PROJECTOR, EPSON POWERLITE 600P	DW80270751M	$2,130.00	$0.00
2	03-08112	PROJECTOR, EPSON POWERLITE 600P	DW80270750M	$2,130.00	$0.00
3	03-11166	MACHINE, WAX FASTRACK	12141	$1,481.10	$0.00
4	03-11167	MACHINE, WAX FASTRACK	12152	$1,481.10	$0.00
5	05-50432	PRINTER, LEXMARK T630N BLACK/WHITE LASER	9925K7N	$1,208.00	$0.00
6	07-08201	PRINTER, LEXMARK T640N B/W LASER	790XZD0	$1,198.00	$0.00
7	08LA03819	APPLE MACBOOK 2.4 GHZ; 2 GB RAM	WQ8128YX0P1	$2,769.81	$0.00
8	09-06163	EPSON PROJECTOR	KM3F869498L	$1,274.10	$0.00
9	16-02660	SMART BOARD M680	G032HW40P0586	$1,099.00	$0.00
10	17-03644	RECORDEX SIMPLICITY TOUCH 70IN BOARD	ST-700-008647	$4,498.00	$0.00
11	17-03651	RECORDEX SIMPLICITY TOUCH 70IN BOARD	ST-700-008644	$4,498.00	$0.00
12	R03-83994	PRINTER, LEXMARK	9044G8Y	$2,000.00	$0.00
13	S16042547	MACBOOK AIR 11" 16 GHZ	C02QT7YGGFWM	$1,060.00	$0.00
14	S16042548	MACBOOK AIR 11" 16 GHZ	C02QT7YBGFWM	$1,060.00	$0.00
15	S17013023	PRINTER LEXMARK MS415DN B/W LASER	45145PLM2WC1B	$318.00	$0.00
16	S17013027	PRINTER LEXMARK MS415DN B/W LASER	45146PLM3049W	$318.00	$0.00
17	S17043441	XPR 3300E NKP WIFI CAPABLE 403-512 MHZ U	446TSVF880	$375.00	$0.00
18	S17043442	XPR 3300E NKP WIFI CAPABLE 403-512 MHZ U	446TSVF864	$375.00	$0.00
19	S18-12462	CAMCORDER	S01-3187509-J	$379.05	$0.00
			Total	**$29,652.16**	**$0.00**

Location: **Manatee Bay Elementary (3841)**
Custodian: **Vanessa Machin, Principal**
Address: **19200 SW 36th St. Weston, FL 33332**

Total Number of Items in Sample: 314
Total Dollar Cost of Items in Sample: $513,186.46
Total Number of Items Unaccounted for: 19
Total Dollar Cost of Items Unaccounted for: $29,652.16
Total Netbook Value of Items Unaccounted for: $0.00

As a result of the property and inventory audit conducted at Manatee Bay Elementary, it was determined that some internal controls over inventory and the management of tangible personal property were not compliant with the District's policies and procedures.

The school's property custodian (school principal) is responsible for the safekeeping and proper use of property at their assigned location, in accordance with Section 274.03, F.S., Florida Administrative Code and Business Practice Bulletin O-100.

Unaccounted-for Property

During a test-based audit of property and inventory at Manatee Bay Elementary, nineteen (19) items were unaccounted-for. The property custodian was unable to locate these assets and did not provide supporting documentation to reconcile the missing items or substantiate their final disposition. The lack of adequate documentation and effective controls over the safeguarding of equipment and accountability of property increases the risk of assets being lost, stolen, or the risk of inaccurate reporting of property.

BPB O-100 Section E states, "*All locations must take appropriate measures to ensure the safekeeping of all tangible personal property. This includes securing all high-theft equipment during hours of non-operation.***"**

Conducting Semi-Annual Inventories

A review of the location's semi-annual inventory forms submitted through BCPS Central revealed that both required semi-annual inventories were completed and submitted during the fiscal year. However, the results of the audit indicate weaknesses in the effectiveness of the inventory process, as nineteen (19) property items were identified as unaccounted for during audit.

The inability to locate these assets despite the completion of the required semi-annual inventories indicates that inventory reconciliation procedures were not performed effectively or that discrepancies identified during the inventory

process were not adequately investigated and resolved during the semi-annual. Effective inventory reconciliations are essential to ensuring the accuracy of property records and the timely identification of missing, misplaced, or improperly recorded assets.

As a result, weaknesses exist in the controls designed to safeguard and maintain accountability over tangible personal property

Recommendations

The Office of the Chief Auditor suggests "hands on all" item reconciliation be completed at all schools/departments to ensure staff maintains an accurate physical accounting of designated assets. Additionally, the OCA recommends the following oversight and monitoring measures to the property custodian:

- Establish internal controls to improve accountability and the safeguarding of the District's assets.
- Review BPB O-100 Procedures for Property and Inventory Control with the designated property team members and all other related staff to ensure compliance with all applicable policies and procedures.
- Implement internal control procedures that include periodic review and reconciliation of asset records, at a minimum, during semi-annually inventories conducted in accordance with District policies and procedures for property control, as prescribed in BPB O-100.
- Assemble a property and inventory team and provide all staff with the inventory management procedures and expectations as implemented by the property custodian.
- Enroll designated property team members to participate in the Information Technology Department's *Inventory Process & Tips* training.

Continue school efforts to locate the remaining unaccounted for items and report any asset recoveries to Accounting and Financial Reporting-Capital Assets immediately.

Established 1915
BROWARD
County Public Schools

Vanessa Machin, Principal
Manatee Bay Elementary School

PHONE: 754-323-6450 **FAX:** 754-323-6490 **EMAIL:** vanessa.machin@browardschools.com

DATE: May 27, 2026

TO: Mark Magli, Chief Auditor
Office of the Chief Auditor

From: Vanessa Machin, Principal
Manatee Bay Elementary School VM

VIA: Alan Strauss
South Regional Superintendent

Subject: **Property and Inventory Audit Response Manatee Bay Elementary School**

This memorandum is in response to the Property and Inventory Control Audit conducted at Manatee Bay Elementary School on September 29–30, 2025. The audit documented nineteen (19) unaccounted-for assets totaling $29,652.16 and identified discrepancies related to inventory procedures and semi-annual inventory reporting.

We acknowledge the findings outlined in the audit report and understand the importance of maintaining accurate property records and adhering to all applicable requirements outlined in Florida Statute Chapter 274, Florida Administrative Codes 69I-71 and 69I-73, and Business Practice Bulletin O-100.

Since receiving the audit results, the school has begun reviewing inventory procedures, verifying records, and investigating the status and location of the identified assets. Efforts will continue to reconcile discrepancies and update records with the Accounting & Financial Reporting Department – Capital Assets, as appropriate.

To strengthen accountability and improve compliance with property and inventory procedures, Manatee Bay Elementary School will implement the following corrective actions:

• Internal controls will be strengthened to ensure all property assets are stored in secure locations with access limited to authorized personnel only.

• A standardized process will be implemented requiring the use of check-in/check-out logs or property passes for any equipment temporarily removed from its assigned location to ensure accurate tracking of all assets.

• Semi-annual inventories will be conducted with increased oversight to ensure all assets are physically verified and discrepancies are identified, investigated, and reported promptly to Capital Assets.

• A review process will be established prior to certification of semi-annual inventory submissions to verify the accuracy and completeness of all records.

• Periodic spot checks of high-risk and frequently used equipment will be conducted throughout the school year to identify missing, lost, or misplaced items in a timely manner.

• Property and inventory procedures will be reviewed with all staff responsible for school equipment to reinforce BCPS expectations regarding accountability, proper handling, storage, transfers, and reporting protocols.

• The property and inventory team will review and revise internal procedures related to receiving, transferring, surplusing, and releasing equipment to ensure all documentation is completed accurately and timely.

• Quarterly reviews will be conducted to monitor inventory documentation, including property passes, transfers, surplus documentation, acquisitions, and inventory certifications.

• Property and Inventory compliance will be included as a standing discussion item during administrative and staff meetings to maintain awareness and accountability.

• Team members responsible for inventory procedures will review Business Practice Bulletin O-100 and participate in additional training related to Property and Inventory Controls to ensure compliance with district policies and procedures.

Manatee Bay Elementary School remains committed to improving inventory accountability practices and maintaining compliance with all district and state requirements. We appreciate the guidance and recommendations provided through the audit process and will continue working collaboratively to address all outstanding discrepancies.

If you have any questions, please feel free to contact me at 754-323-6540.

SCHOOL BOARD OF BROWARD COUNTY

AUDIT COMMITTEE MEETING

KC WRIGHT ADMINISTRATION CENTER
BOARD ROOM
600 SE 3RD AVENUE
FORT LAUDERDALE, FLORIDA

THURSDAY, JUNE 18, 2026
9:35 A.M. - 12:36 P.M.

Court Reporter:
Timothy R. Bass, Stenographic Reporter
Bass Reporting Service, Inc.
633 South Andrews Avenue, Suite 500
Fort Lauderdale, FL 33301

COMMITTEE MEMBERS IN ATTENDANCE:
MS. MARY FERTIG, Chair
MR. DON GILBERT
MR. ROBERT MAYERSOHN
MR. DHANDAPANI THIRUVENKEDAM
MS. MARIAH RABIDEAU
MR. ANDREW MEDVIN, CPA
MR. LEW NAYLOR
MS. RACHEL ROSAS
MS. MURIEL THEOPHIN-ATILUS

OFFICE OF THE CHIEF AUDITOR STAFF:

MR. MARK MAGLI, Chief Auditor
MS. NAKIA GOULDBOURNE, Manager, Internal Funds
MS. JENNIFER HARPALANI, Assistant Director, IT Audits
MS. ELENA PRITYKINA, Operational Audits
MS. RAYSA LUGO, Senior Auditor
MR. MERLIN BUTLER, Manager - Property & Inventory
MR. BRYAN ERHARD, System Support Specialist II
MR. DEREK TILLMAN, Executive Secretary
MS. OCTAVIA ALLEN HARDAWAY, Clerk Spec C

DISTRICT STAFF:

MS. ROMANEIR JOHNSON, Chief Financial Officer
MS. ANGINE TYGHTER, Director, Talent Acquisitions
MR. MICHAEL SALMERI, Manager, Talent Acquisition
DR. ERNIE W. LOZANO, Chief Human Resources Officer
MR. JEFFREY WHITNEY, Director, Budget
MR. RYAN SMITH, Director, Business Support Center
MR. ANTONIO BRIHM, Supervisor, Payroll
MS. HEATHER PARENTE, Director, Professional Practices

INVITED GUESTS:

MR. RODERICK HARVEY, External Auditor, HCT Certified Public Accountants and Consultants
MR. ROB BROLINE, External Auditor, Carr, Riggs & Ingram, L.L.C.
MR. MARK SMITH, External Auditor, Carr, Riggs & Ingram, L.L.C.
MR. TIM BASS, Court Reporter, United Reporting

The following pages are excerpts of the draft minutes of the Audit Committee Meeting of June 18, 2026 that are specifically related to Internal Audit Report – Property and Inventory Audits of Selected Locations.

The complete minutes, which include Committee discussion on matters not related to this item, are scheduled for Committee discussion and approval at their next scheduled meeting on July 16, 2026.

MS. FERTIG: Nova Blanche Forman Elementary?

(No response.)

MS. FERTIG: And Rock Island Elementary; any questions on these?

(No response.)

MS. FERTIG: Okay. If not, is there anything in general about the report or are we ready for a motion to transmit?

MR. MAYERSOHN: Motion to transmit.

MR. NAYLOR: Second.

MS. FERTIG: Okay. All in favor?

COMMITTEE MEMBERS: Aye.

MS. FERTIG: Opposed?

(No response.)

MS. FERTIG: Thank you.

Okay. We're going to number 10, the Property and Inventory Audit of Selected Locations. I think there were two exceptions on this. Let me go to that page.

MR. MAGLI: There were 11 locations, three had exceptions.

MS. FERTIG: Oh, three, I'm sorry, I -- okay. Maybe I'm looking at the wrong thing. Oh, I see, over here. Okay.

All right. So, again, we'll take them by --

by school with the exceptions; if that's okay with everybody. The first was Tropical Elementary.

MR. NAYLOR: Mary?

MS. FERTIG: Yes.

MR. NAYLOR: Just a general question. When the criteria for identifying an exception includes SMART Bond over $1,500, correct, none of the -- none of these really identify if they were using SMART Bond funds. Is there a way to identify that?

MR. MAGLI: I believe there is. It's coded into the BPI with an S; correct? Yes. So if the BPI has an S in front of it, it would be a SMART Bond program.

MR. NAYLOR: Okay. Thank you.

MS. FERTIG: And just looking at the age of some of these things, I mean, it was a long time ago on some of them.

MR. MAGLI: Yes, we've spoken to that and we know that there's still a cleanup process happening in locations that I hope they'll catch up on soon.

MS. FERTIG: Yeah. No, but I'm just saying, if it's settled, it's not a SMART Bond; right?

Okay. Is there a motion to transmit?

MR. NAYLOR: Just a question.

MS. FERTIG: Oh, yeah, go ahead. I'm sorry.

MR. NAYLOR: On the Tropical Elementary there's four items that indicate an S, so that is is what're saying would be SMART Bond; using SMART Bond funds?

MR. MAGLI: Yes. Yes.

MR. NAYLOR: Okay. Thank you.

MS. FERTIG: Okay. Anything else?

(No response.)

MS. FERTIG: Okay. Is there a motion to transmit?

MR. MAYERSOHN: Motion to transmit.

MS. FERTIG: Okay. Thank you.

MR. NAYLOR: Second.

MS. FERTIG: Moved and seconded to transmit the Property and Inventory Audit of Selected locations. All in favor?

COMMITTEE MEMBERS: Aye.

MS. FERTIG: Opposed?

(No response.)

MS. FERTIG: Okay. Thank you. We are on number 11. And --

MR. MAGLI: Yes, obviously, Ms. Johnson's

Status: SPECIAL ORDER

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	DD. Chief Auditor
DEPARTMENT:	Auditing

Agenda Item Number:	DD-4.
Consent or Open Item:	Open
Special Order:	YES
Time for Special Order:	11:30 A.M.

TITLE:

Internal Audit of Human Resources Function
SPECIAL ORDER - 11:30 A.M.

REQUESTED ACTION:

Receive Carr, Riggs & Ingram (CRI) - Internal Audit of Human Resources Function June 2026. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome (s)/Return on Investment, Financial Impact and Rationale, please see Executive Summary.

EXHIBITS:

Executive Summary
HR Function Audit Report
061826 Meeting Excerpts

FINANCIAL IMPACT:

The source of funds to perform this audit was 100% of the general fund budget allocation of the Office of the Chief Auditor.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 4: Accountability **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark Magli	Phone:	754-321-2400
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Magli, Chief Auditor

Signature

Mark Magli, Chief Auditor

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark Magli
Title: Chief Auditor
Phone: (754) 321-2400

EXECUTIVE SUMMARY

Internal Audit of Human Resources Function

Board Meeting Date: July 28, 2026

Requested Action: Receive Carr, Riggs, & Ingram (CRI) – Internal Audit of Human Resources Function June 2026

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Policy 1700 Office of the Chief Auditor
Statutory Requirement	• Fla. Stat. §1001.42(12)(l) Powers and Duties of District School Board, requires the district school board to establish an internal audit function that reports directly to the Board and evaluates internal controls, financial accountability, and compliance within the school system.
If the School Board votes "Yes"	• The School Board would receive the audit report on the Internal Audit of Human Resources Function directly from the internal auditor in accordance with Florida Statute and SBBC policy.
If the School Board votes "No"	• The Board would not formally receive the audit report as required by Florida statute, which could result in noncompliance with statutory oversight requirements.
Alignment to the 2027 Strategic Goals and Guardrails	• This item aligns with Guardrail 4: Accountability, which includes expectations, evaluation, transparency, and continuous improvement.
Measurable Outcome(s)/Return on Investment	• Continued improvement of internal control effectiveness and strengthened compliance with regulatory requirements and School Board policies and procedures.

Background/History

Carr, Riggs & Ingram, L.L.C. conducted an internal audit to evaluate the adequacy and effectiveness of internal controls over the Human Resources (HR) function, including recruiting, selection and hiring, compensation, and termination processes. The

audit reviewed transactions and activities occurring between July 1, 2024 and April 30, 2025, and assessed compliance with applicable laws, School Board Policies, and procedures. The HR function utilizes SAP and HR Connect to support workforce administration and employee lifecycle management.

Summary of Findings

#	Finding	Rating	Summary of Issue	Management Action
1	Recruiting – Job Posting Accuracy and Data Alignment	**Moderate**	Job profile inconsistencies. Minimum qualification discrepancies. Missing Compensation information.	Implemented controls to align job profiles with approved job descriptions and improve monitoring of postings.
2	Recruiting – Veterans' Preference	**High**	Missing DD-214 documentation and lack of interview documentation for applicants claiming Veterans' Preference.	Enhanced HR Connect controls, staff training, and compliance monitoring.
3	New Hires – Drug Testing	**High**	Two employee files lacked evidence of completed pre-employment drug testing.	Drug testing verification and documentation are now required before candidate approval.
4	Employee Termination – Notification Documentation	**Moderate**	Board notification deficiencies. Incomplete employee notification documentation.	HR Connect now centralizes termination processing and documentation.
5	Employee Termination – State Reportable	**Moderate**	Roles, responsibilities, and procedures for identifying reportable termination events were not sufficiently defined or consistently understood.	The Professional Standards Department was created to centralize oversight and reporting processes.
6	Employee Termination – Return of Assets	**Moderate**	District-issued assets (badges and keys) were not returned in several cases, and tracking was decentralized.	Standardized checklists and future ERP-based tracking enhancements planned.
7	Employee Termination – System Access	**Moderate**	Audit trail limitations prevented verification that system access was removed timely for sampled terminated employees.	HR Connect now automates termination processing and access removal.
8	Employee Records Storage	**High**	Employee records are maintained across multiple locations and formats, creating inefficiencies and increasing record retention risks.	District plans centralized electronic record storage through future ERP implementation.

The audit concluded that the Human Resources function received an overall rating of **Needs Improvement**. While key processes and controls are in place, the audit identified weaknesses in the consistency of execution, documentation, record retention, and oversight. Several findings involved compliance-related and record management issues that increase operational and compliance risks.

Overall, the control environment is in place; however, enhancements in organization, standardization, and execution are needed to support more effective and consistent operations.

The Audit Committee reviewed and approved the transmission of this report to the School Board at the June 18, 2026, Audit Committee meeting.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	**Piggyback Agreement** (Yes/No): N/A **Acquisition Method**: N/A

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:
There is no financial impact to the District. This report is funded through the General fund allocation of the Office of the Chief Auditor and included in the adopted FY26 budget.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
N/A	N/A	N/A

Budget Authority Request(s) *This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.*				
Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	N/A	N/A	N/A	N/A
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	
N/A	N/A	N/A	N/A	

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	This audit report supports the School Board's oversight of compliance with regulatory requirements and School Board policies and procedures across all schools.
School Selection /Prioritization	This audit report is districtwide in nature and does not involve the selection or prioritization of individual schools.
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup: Internal Audit of Human Resources Function Report
Meeting Excerpts

Audit Committee of
The School Board of Broward County, Florida

Internal Audit of

Human Resources Function

June 2026

Table of Contents

Transmittal Letter 1

Executive Summary 2

Executive Summary – Testing Procedures and Results..... 5

Background 10

Objectives & Approach 15

Observations Matrix 17

Management Response Memorandum 33

CARR, RIGGS & INGRAM, L.L.C.

Carr, Riggs & Ingram, L.L.C.
7506 Lynx Way
Suite 201
Melbourne, FL 32940

321.255.0088
386.336.4189 (fax)
CRIadv.com

June 9, 2026

Mr. Mark Magli
Chief Auditor
Broward County Public Schools
600 SE 3rd Avenue, 8th Floor
Fort Lauderdale, Florida 33301

Dear Mr. Magli,

We hereby submit our internal audit of the Human Resources function.

Our services were performed in conformity with Statements on Standards for Consulting Services of the American Institute of Certified Public Accountants (AICPA) and did not constitute an audit in accordance with generally accepted accounting standards. Accordingly, we express no opinion on any of the items reviewed. Our report is organized in the following sections:

Executive Summary	Summarizes our observations, risk ratings and overall results related to our internal audit.
Testing Procedures & Results	Provides our testing procedures and results.
Background	Provides a general overview of Human Resources, including personnel, relevant processes, and systems.
Objectives & Approach	Expands upon our internal audit objectives and focus as well as a review of our approach.
Observations Matrix	Sets forth the results of our internal audit procedures, including any recommended actions and management response.

Because of the special nature of our services under the applicable scope of work, this report is intended solely for use by the School Board of Broward County and is not intended to be and should not be used by anyone other than these parties.

We disclaim any intention or obligation to update or revise the observations contained herein, whether as a result of new information, future events, or otherwise. Should additional documentation or other information become available that impacts the observations made in this report, we reserve the right to amend our observations and summary documents accordingly.

We would like to thank all those involved in assisting us with the internal audit of the Human Resources function.

Respectfully Submitted,

CRI Advisors, LLC

Carr, Riggs & Ingram, L.L.C.

Executive Summary

Overview

The Human Resources function ("HR") at the School Board of Broward County ("SBBC") is responsible for administering key workforce processes, including recruitment and hiring, onboarding, compensation administration, and employee separation. HR oversees the coordination of these processes in accordance with School Board policies, collective bargaining agreements, and applicable Florida Statutes and Federal Laws.

Using centralized HR systems and standardized procedures, HR supports accurate employee data management, ensures proper authorization of employment actions, and facilitates compliance throughout the employee lifecycle.

SBBC utilizes an integrated Human Resources Information Systems (HRIS) environment to support workforce management, personnel administration, and related HR operations. The primary systems supporting these functions are SAP SuccessFactors and HR Connect. Together, these systems support the full employee lifecycle and provide the foundational data used for payroll processing, benefits administration, reporting, and downstream system integrations. During the internal audit, SBBC transitioned to HR Connect, which was fully implemented for the 2025–2026 school year. The audit scope period covered activity prior to the transition; however, testing procedures were performed after the implementation of HR Connect and therefore relied upon the transfer of data to HR Connect and retained in previous system and/or departmental shared network drives as applicable.

Objective

The objective of this internal audit was to evaluate the adequacy and effectiveness of controls over the recruitment, selecting and hiring, compensation, and termination processes to ensure positions are properly authorized, candidates are selected in a fair and consistent manner, and hiring, compensation, and termination activities comply with applicable laws, School Board policies, and procedures.

Executive Summary Cont.

We identified the following observations:

Observations		Risk Rating
1.	Recruiting - Job Posting Accuracy and Data Alignment	**Moderate**
2.	Recruiting – Veterans Preference	**High**
3.	New Hires – Drug Testing	**High**
4.	Employee Termination – Notification Documentation	**Moderate**
5.	Employee Termination – State Reportable	**Moderate**
6.	Employee Termination – Return of Assets	**Moderate**
7.	Employee Termination – System Access	**Moderate**
8.	Employee Records Storage	**High**

Please refer to pages 17 through 32 for additional detail regarding the observations summarized above. Management's responses are presented with each observation and are also provided in a separate memorandum prepared by Management at page 33.

Observation ratings are a subjective evaluation of the severity of the concern and the potential impact on the operations. Risk ratings are defined as follows:

> High – Items are of immediate concern and could cause significant operational issues or non-compliance if not addressed soon; the risk of reoccurrence is high.
>
> Moderate – Items pose a risk of operational issues or non-compliance. These items do not require immediate attention but should be addressed as soon as possible; the risk of reoccurrence is likely.
>
> Low – Items could escalate into operational or compliance issues but can be addressed through the normal course of conducting business; risk of reoccurrence is low.

The overall rating of the report is rated as one of the following three categories:

The **Satisfactory** rating indicates that the system of internal controls included those procedures considered necessary for the achievement of the objectives listed above. Compliance with such procedures provided effective internal control.

The **Needs Improvement** rating indicates that the system of internal controls included those procedures considered necessary for the achievement of the objectives listed above and compliance with such procedures provided effective internal control. We identified various control weaknesses; however, these did not rise to the level of rendering the system of internal controls ineffective.

The **Unsatisfactory** rating indicates that the system of internal controls did not include those procedures considered necessary for the achievement of the objectives listed above. Unsatisfactory rating includes observations of such magnitude that it renders the system of internal controls ineffective.

The results of our procedures indicate that the Human Resources function is **Needs Improvement** to achieve management objectives and comply with applicable laws, rules, and regulations. While processes are in place across recruiting, hiring, compensation, and termination, several observations identified gaps in how consistently those processes are executed.

Executive Summary Cont.

Many of the issues noted were related to documentation, recordkeeping, and the decentralized nature of activities across multiple departments and systems, which contributed to inconsistencies and execution gaps. Additionally, certain higher-risk observations, particularly related to compliance and record management, further highlight the need for improved consistency and oversight.

Overall, the control environment is in place; however, enhancements in organization, standardization, and execution are needed to support more effective and consistent operations.

Refer to the Observations Matrix section of the report for detailed explanations of the observations, risks, and related recommendations and management responses.

Testing Procedures & Results

For the following Testing Procedures and Results, see legend below and detailed results of exceptions noted are in the Observations Matrix section on pages 17 through 32. Management's responses are presented with each observation and are also provided in a separate memorandum prepared by Management at page 33.

Legend: (pages 5-9)

✓ Attribute met without error or exception

✗ An error or exception was noted

Recruiting

We selected a risk-based sample of 23 job requisitions for the period July 1, 2024, to April 30, 2025, representing instructional and non-instructional positions as well as focusing on the different positions, personnel areas, and application status label. The Recruiting samples were only used in this section. We performed detailed testing to assess internal controls over the recruitment process for compliance with Florida Statutes and District policies. The results of our testing are summarized below.

Attribute	Results
New Job Description & Revised Job Description: Confirmed that Compensation verified the HR Connect job description template is complete and includes all required elements (position title, reporting relationship, position goal, job responsibilities, and minimum/preferred and physical requirements), ensuring a Job Study request form was completed where applicable, all required approvals were obtained, and the draft job description was presented at a Regular School Board Meeting.	✗ *observation 1*
Board Approval of New and Revised Job Description: Verified that draft job description changes were reviewed with the Chief Human Resources Officer, ensured submission through Granicus for APG Planning and Final, confirmed union notification where applicable, validated School Board approval reading at an RSBM, ensured coordination with HR Support Services to implement any changes, and confirmed all required signatures, including the Board and Director of Compensation, were obtained**.**	✓

Job Posting & Advertising **For instructional positions perform the following additional procedures:** Verified that the location identified the appropriate Hiring Team with access to the job posting, confirmed the job was posted for at least five days unless an exception applies, and ensured the Talent Acquisition Team prepared the job requisition for posting. **For non-instructional positions perform the following additional procedures:** Verified that the requisition was approved in HR Connect, confirmed the selected header and footer and posted salary information are accurate and supported by documentation, and ensured the internal and external advertisement was posted for a minimum of seven business days.	✗ *observation 1* ✗ *observation 1*
Veterans Preference Verified whether applicants claimed veterans' preference, confirmed required documentation was provided by eligible applicants and qualified veterans were interviewed with interviews documented.	✗ *observation 2*

Selection and Hiring

We selected a risk-based sample of 23 new hires for the period July 1, 2024, through April 30, 2025, representing both instructional and non-instructional positions across various personnel areas and application status categories. The Selection and Hiring samples were also used in the Compensation testing section. We performed detailed testing to evaluate internal controls over the selection and hiring process for compliance with Florida Statutes and District policies. The results of our testing are summarized below.

Attribute	Results
Candidate Evaluation Verified candidates met minimum qualifications, required documentation was obtained and retained, qualifications were properly supported, and qualified finalists were recommended by the school/department to Human Resources for final review. **Instructional Positions** Verified candidates completed the correct application in SuccessFactors, required documentation (including Last Principal Verification forms, where applicable) was obtained, new and rehire checklists were completed, and transcripts and degree verifications were submitted.	✓

Candidate Screening Verified that criminal background checks were completed through FDLE or an approved agency, fingerprinting was conducted by an FDLE-approved vendor, and both background checks and fingerprinting, as well as drug screening were completed prior to the employee's start date.	✗ *observation 3*
References and Qualifications Verified that references were obtained if a candidate possessed prior experience.	✓
Board Approval Verified that they received a Location Agreement (offer letter and/or email), Board approval was obtained when required (e.g., administrative positions), and that employment start dates occurred after Board approval, where applicable.	✓
Training, Badging, and New Hire Paperwork Verified that required personnel documents (e.g., driver's license, Social Security card) were obtained and maintained on file, the employment application was completed accurately, and the I-9 form was properly completed.	✓

Compensation

We selected a risk-based sample of 23 hired and selected employees, including instructional, non-instructional, and administrative positions, for the period July 1, 2024, through April 30, 2025. The Compensation sample were also used in the Selection and Hiring testing section. We performed detailed testing to evaluate internal controls over the compensation process for compliance with Florida Statutes and District policies. The results of our testing are summarized below.

Attribute	Results
Determination of Position Compensation Verified that the Compensation Department reviews proposed compensation and provides feedback to the hiring manager, and that candidate qualifications and relevant experience are appropriately considered to support pay determination.	✓
Initial Compensation/Negotiation Process Verified that external market competitiveness is considered in determining compensation and that salaries fall within established pay ranges.	✓

Supplements and Stipends Verified that Advanced Degree Incentives align with established guidance.	✓
Salary Grades Verified that the candidate's salary aligns with the District's established pay schedule and accurately reflects the approved compensation for the position and individual.	✓

Termination

We selected a risk-based sample of 23 terminated employees consisting of instructional, non-instructional, & Admin from the period of July 1, 2024, through April 30, 2025. The Termination samples were only used in this section. We performed detailed testing to assess internal controls over the termination process for compliance with Florida Statutes and District policies. The results of our testing are summarized below.

Attribute	Results
Employee Termination Verified Board provided report of the termination, the final paycheck was issued, resignation letter/notification was obtained from employee, and employee was notified of termination.	✗ *observation 4*
Employee Termination– State Reportable Verified, when applicable, that the district filed a "Statement of Good Faith" reporting form with the State Board of Education as outline in Florida Statues section 1012.796(1)(d) within 30 days. Verified that employees terminated due to criminal and professional misconduct, that the Affidavit of separation from school district Employment Due to termination or resignation in Lieu of termination form (DQ-6) has been signed as required by Florida Rule 6A-10.084.	✗ *observation 5*

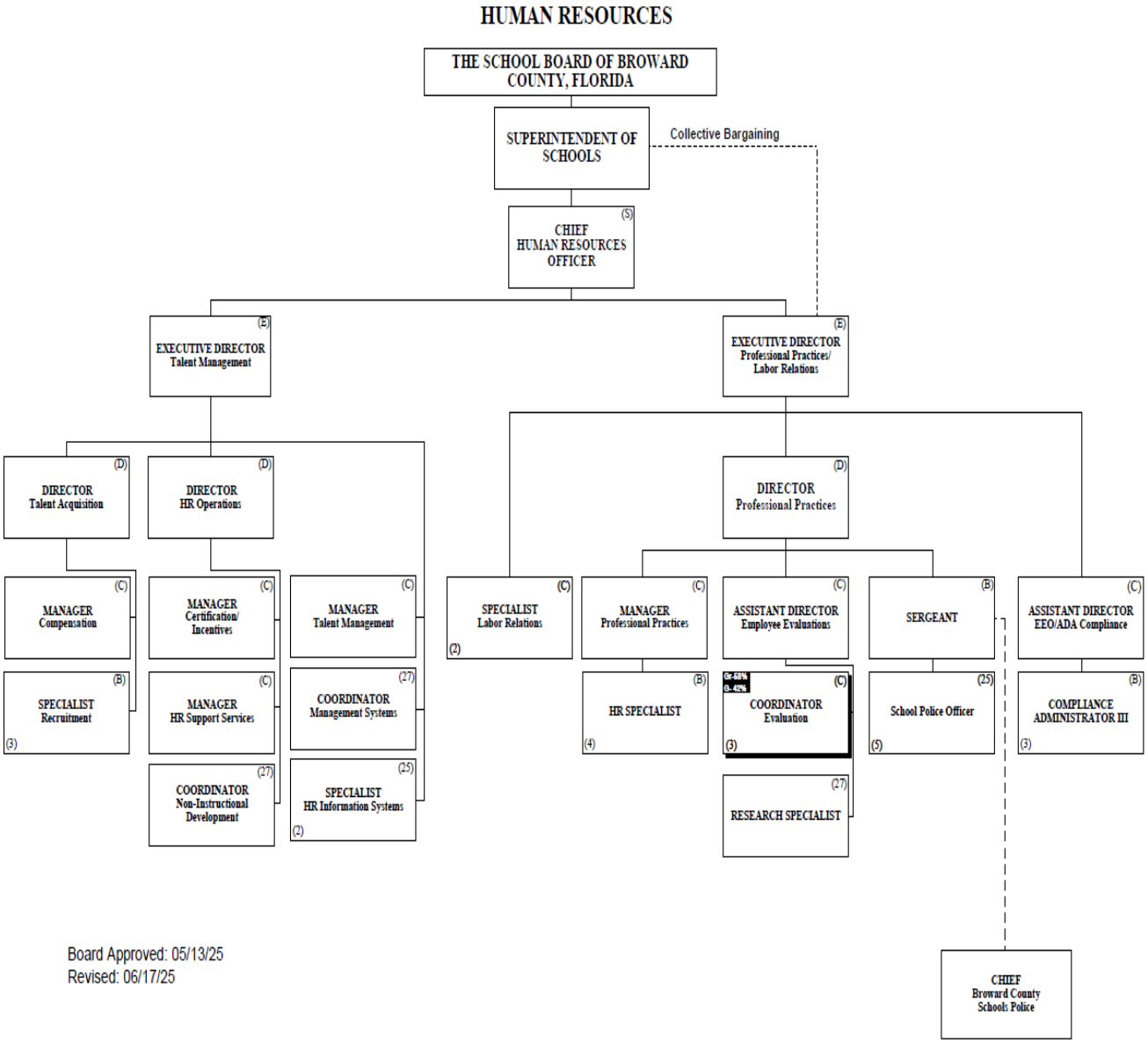
Executive Summary – Detail Testing Results Cont.

Employee Termination: Logical & Physical Access	
Verified that the employee returned all company assets (e.g., computers, keys, badges, etc.).	✗ *observation 6*
Verified that the employee's access to systems (email, database, core system) was revoked on or before the termination date.	✗ *observation 7*

Background

Staffing

The Human Resources Talent Management function is organized within the Human Resources Department and is overseen by the Executive Director - Talent Management [1].



[1] *Organization structure effective as of fieldwork sample testing.*

Recruitment and onboarding

The School Board of Broward County's recruitment and onboarding processes are designed to ensure that qualified instructional and non-instructional personnel are hired in a timely, compliant, and consistent manner to support educational and operational needs. The recruitment lifecycle involves multiple departments and stakeholders and is executed through a series of defined phases.

HR Recruitment includes the following phases:

- New Job Requisition
- Job Requisition Open
- Recruiting
- Onboarding

New Job Requisition phase

The process begins with the New Job Requisition phase, initiated by the Hiring Manager. During this phase, the need for a position is identified and reviewed for budget availability, compensation alignment, and authorization. Key stakeholders involved include the Hiring Manager, HR Action Processor, Budget, Compensation, IT Security, and Human Resources. This phase ensures positions are appropriately approved and aligned with organizational and financial requirements prior to posting.

Job Requisition Open phase

Once approved, the process moves to the Job Requisition Open phase. Human Resources Talent Acquisition Operations (HR TAO), including both instructional and non-instructional administrative and support staff, are responsible for opening and preparing the requisition for recruitment. This phase includes validating position details, job classifications, and posting requirements to ensure accuracy and compliance with School Board policies and applicable regulations.

Recruiting phase

The Recruiting phase involves active candidate sourcing, screening, and selection. Responsibilities are shared among HR TAO, HR Action Processors, Hiring Managers, screeners, interview panel members, and the applicable school or location. Activities during this phase include application review, candidate screening, interviews, and selection of qualified candidates in accordance with equal employment opportunity requirements and internal hiring policies.

Onboarding phase

The final phase, Onboarding, begins after a candidate is selected. HR TAO coordinates onboarding activities, which include board approval where required, security and background clearance, and completion of employee documentation. This phase also involves coordination with the employee to ensure all pre-employment and onboarding requirements are satisfied before the employee begins work.

The onboarding process flow includes the following:

a) Documents are submitted to Compensation and HRSS for processing.

b) School/department conducts site specific orientation.

c) ID badges are sent directly to location or non-instructional for distribution.

Overall, the recruitment and onboarding processes rely on standardized procedures, defined roles and responsibilities, and multiple control points to promote compliance with federal and state employment laws, School Board policies, collective bargaining agreements, and record retention requirements. Due to the volume of hiring activity and the involvement of multiple stakeholders, effective coordination and oversight are critical to ensuring timely hiring, proper documentation, and regulatory compliance.

Compensation

The County School Board's compensation and employment processes are governed through a defined structure of roles and responsibilities shared among the School Board, Managers and Supervisors, and the Compensation Department. This governance framework is designed to promote consistency, transparency, compliance with applicable laws and regulations, and alignment with District compensation philosophy and budgetary constraints.

The Board approves new or updated job descriptions that define position responsibilities and qualifications, annual salary schedules, salary budgets, and employment contracts. These approvals provide formal authorization and oversight for compensation and employment decisions across the District.

Managers and Supervisors are responsible for developing and implementing compensation-related decisions within their respective areas in accordance with approved District policies, compensation philosophy, and budget limitations. Managers and Supervisors are expected to coordinate with Human Resources to ensure compensation decisions are applied consistently and are appropriate based on position requirements and employee qualifications.

The Compensation Department serves in an advisory and oversight role by providing expert guidance to support appropriate compensation decisions. Responsibilities include analyzing and advising on proposed pay changes, job descriptions, salary schedules, and compensation policies, as well as reviewing compensation actions to identify significant variations in practices across the District. The department also maintains responsibility for keeping the School Board and District management informed of compensation programs and relevant external trends.

Termination

The termination process at the SBBC is designed to ensure employee exits are managed in compliance with Board policies, collective bargaining agreements, Florida Statutes, and applicable federal and state regulations. These processes are particularly sensitive due to the District's instructional environment, statutory requirements for educators, and the involvement of multiple oversight bodies, including the Superintendent, Professional Standards & Labor Relations, Legal Services, and the School Board.

Effective administration of the termination process helps mitigate legal, financial, operational, and reputational risks, while safeguarding student welfare and ensuring due process for employees.

Types of Terminations

Employee termination at SBBC generally fall into the following categories:

1. **Voluntary Separation**

    - Resignation
    - Retirement
    - End of temporary, seasonal employment

2. **Involuntary Termination**

    - Probationary release
    - Termination for cause (misconduct, policy violations, or performance deficiencies)
    - Reduction in force (RIF) or layoff due to budgetary, enrollment, or organizational changes
    - Non-renewal of annual contracts for instructional employees

3. **Administrative Separation**

    - Separation due to failure to maintain required certification or licensure
    - Statutory disqualification or ineligibility
    - Separation resulting from investigation outcomes (criminal or non-criminal matters)

HR Systems Environment

SBBC utilizes an integrated Human Resources Information Systems (HRIS) environment to support workforce management, personnel administration, and related HR operations. The primary systems supporting these functions are SAP SuccessFactors and HR Connect. Together, these systems support the full employee lifecycle and provide the foundational data used for payroll processing, benefits administration, reporting, and downstream system integrations. During the internal audit, SBBC transitioned to HR Connect, which was fully implemented for the 2025–2026 school year. The audit scope period covered activity prior to the transition; however, testing procedures were performed after the implementation of HR Connect and therefore relied upon the transfer of data to HR Connect and retained in previous systems and/or departmental shared network drives as applicable.

SAP – Core Human Resources System of Record

SAP serves as SBBC's primary system of record for employee data and official employment actions. It maintains authoritative records for both current and former employees and supports the following key functions:

- Employment status and classification
- Job, position, and organizational assignments
- Hire dates, effective dates, and employment actions
- Compensation and payroll-related information
- Historical personnel records

SAP is relied upon as the authoritative source for employment data across the District. Information recorded in SAP is used for payroll processing, statutory reporting, benefits eligibility, and integration with other enterprise systems. Because SAP data is relied upon by multiple downstream processes, the accuracy and timeliness of data entry into SAP are critical internal control considerations.

HR Connect (SAP SuccessFactors) – Talent and Workforce Management System

HR Connect is SBBC's cloud-based human capital management platform built on SAP SuccessFactors. HR Connect supports talent management and workforce-related HR functions that complement SAP's core HR capabilities. Primary HR Connect functions include:

- Recruitment and applicant tracking
- Job requisitions and posting management
- Candidate selection and hiring workflows
- New hire onboarding and employee data capture
- Performance management and evaluations
- Employee and manager self-service functions

HR Connect is typically used during the pre-employment and early employment phases. Information collected in HR Connect during recruitment and onboarding is interfaced to SAP once hiring actions are finalized, allowing SAP to maintain the official employment record.

System Integration and Data Flow

SAP and HR Connect are integrated to facilitate the automated exchange of employee data. This is currently the process, which occurred during the internal audit, and was fully implemented for the 2025/2026 school year. Key characteristics of the system integration include:

- HR Connect initiates certain employee lifecycle events, such as new hires and job changes.
- SAP receives and stores finalized employment actions and effective dates.
- SAP data is used by other District systems for reporting and operational purposes.

The reliability of the interface between HR Connect and SAP is essential to ensuring data completeness, consistency, and accuracy across the HR systems environment.

Objectives & Approach

Objectives

The objective of this internal audit was to evaluate the adequacy and effectiveness of controls over the recruitment, selecting and hiring, compensation, and termination processes to ensure positions are properly authorized, candidates are selected in a fair and consistent manner, and hiring and onboarding activities comply with applicable laws, School Board policies, and procedures.

Approach

Our internal audit approach consisted of four phases.

Phase 1 – Planning

During this Phase, we collaboratively worked with the Chief Auditor - Task Assigned - to create a risk-based work plan to assist in achieving the above objectives for execution in Phases 2 and 3.

Phase 2 - Understanding and Documentation of the Process

During this phase, we held an entrance conference with key personnel involved with the Human Resources processes to discuss the scope and objectives of the preliminary work plan developed in Phase 1, obtain preliminary data, and establish working arrangements. We reviewed the primary laws, rules and policies that govern the District's Human Resources function within the scope of this internal audit including Florida Statutes, Florida Department of Education Rules, SBBC's Policies and Procedures. We gained an understanding and documented the recruiting, hiring and selection, new hire compensation, and employee termination/separation processes and related sub processes and related internal controls. We conducted interviews with management and staff and documented their respective roles in the processes.

Phase 3 - Detailed Testing & Benchmarking

The purpose of this phase was the execution of the work plan in Phase 1, based on our understanding of the Human Resources processes obtained in Phase 2, to meet the objectives stated above. Our detailed procedures included inquiry, walkthrough, and testing a sample of transactions in assessing compliance and the related internal controls over the steps in the Human Resources processes which included:

Recruiting

- Job Posting and Advertising
- Job Descriptions
- Organizational and Board Approvals

Selection & Hiring

- Candidate evaluation
- Screening
- Interviews
- References and qualifications
- Organizational and Board Approvals
- New hire paperwork

Compensation

- Determination of position compensation
- Initial compensation/negotiation process
- Supplements and stipends
- Salary Grades

Employee Termination

- Final compensation
- State Reporting
- Removal of logical access to systems
- Return of assets

Phase Four – Reporting and Recommendations

We documented our observations and recommendations. We conducted an exit conference with management and have incorporated management's responses into our report. We provided copies of our report to appropriate District personnel.

Observations Matrix

1. Recruiting - Job Posting Accuracy and Data Alignment	**Rating: Moderate**

Observation

We selected a risk-based sample of 23 job requisitions created between July 1, 2024, through April 30, 2025, covering both instructional and non-instructional positions across various personnel areas and application status categories.

Our review identified the following exceptions:

Job Profile Inconsistencies (3 of 23)
The job profile templates in HR Connect did not include all relevant information when compared to the approved job descriptions maintained in the Job Database.

- Three (3) Campus Monitor Positions

Minimum Qualification Discrepancies (2 of 23)
Minimum requirements in HR Connect were not updated to reflect the revised and approved job descriptions in the Job Database.

- Technology Support Specialist II
- Information Management Specialist

Missing Compensation Information (5 of 23)
Job advertisements did not include hourly rate or salary information. While this was previously a manual process, the implementation of the Token system has automated this step; however, existing job profiles in HR Connect have not been consistently updated to reflect this enhancement.

- Three (3) Campus Monitor Positions
- Secondary School Counselor
- School Social Worker

These inconsistencies increase the risk of non-compliance with District policies, reduce transparency in the recruitment process, and may lead to confusion among applicants and hiring stakeholders.

Recommended Action

We recommend that management strengthen controls over the job requisition and posting process by:

a) **Standardizing Data Alignment**
Ensure that all job profiles in HR Connect are reviewed and aligned with the approved job descriptions in the Job Database, including roles, responsibilities, and required qualifications.

b) **Implementing Update Controls**
Establish a formal process to promptly update HR Connect job profiles whenever job descriptions are revised and approved.

Observations Matrix

1. Recruiting - Job Posting Accuracy and Data Alignment Cont.	**Rating: Moderate**

c) **Enhancing System Utilization**
Require talent aquisition staff to review and update existing job profiles to ensure salary/hourly rate information is accurately reflected, leveraging the automated Token functionality.

d) **Periodic Monitoring**
Implement periodic quality assurance reviews to verify completeness and accuracy of job postings across systems.

These actions will help improve data consistency, ensure compliance with policies, and enhance transparency and effectiveness in the recruitment process.

Management Response

Management agrees with the recommendations and has taken corrective action to address these inconsistencies. Over the past year, Compensation and Budget have reviewed each job class tied to a job profile to ensure that every job description is linked to a unique job class and position record. This project is expected to be completed by June 30, 2026. A unique job class ensures that position attributes, such as salary or hourly rate, are accurately integrated into HRConnect. Because HRConnect has character limitations that prevent the full job description from appearing in the posting, the vendor's solution is to provide a link to the job description database using a unique code. Candidates can use that link to access the complete job description.

To strengthen controls, Budget, Compensation, and Talent Acquisition implemented a process that outlines the required action steps after a job description is approved or amended. The Talent Management systems team also runs reports to verify the completeness of job postings, address identified issues and provide training to impacted staff as needed.

Responsible Party: Angine Tyghter, Director Talent Acquisition

Observations Matrix Cont.

2. Recruiting – Veterans Preference	**Rating: High**

Observation

We reviewed all 23 job requisitions in our sample and identified five (5) positions, encompassing nine (9) employees, where applicants claimed Veterans' Preference. For these five instances, we performed detailed testing and noted the following exceptions:

Missing Required Documentation (1 of 9 employees)
One instance where a DD Form 214 (Certificate of Release or Discharge from Active Duty) was not obtained to support the applicant's eligibility for Veterans' Preference.

Lack of Interview Documentation (4 of 9 employees)
In four instances, interviews conducted for applicants claiming Veterans' Preference were not documented, limiting evidence Veterans' Preference requirements were properly considered during the hiring process.

These issues increase the risk of non-compliance with Florida Statutes related to Veterans' Preference and reduce transparency and auditability of hiring decisions.

Recommended Action

We recommend that management strengthen controls over Veterans' Preference compliance by:

a) **Requiring Verification Documentation**
Ensure required documentation (e.g., DD214) is obtained and retained before granting Veterans' Preference.

b) **Documenting Interview Processes**
Require consistent documentation of all interviews, particularly for applicants claiming Veterans' Preference. This also includes the storing of materials related to the interviews.

c) **Enhancing Training**
Provide targeted training to HR personnel and hiring managers on Veterans' Preference requirements.

d) **Implementing Compliance Monitoring**
Perform periodic reviews to confirm adherence to documentation and interview requirements.

These actions will help improve data consistency, ensure compliance with policies, and enhance transparency and effectiveness in the recruitment process.

2. Recruiting – Veterans Preference Cont.	**Rating: High**

Management Response

a) Management has implemented procedures to ensure the District complies with veterans' preference rules and guidelines. With the implementation of HRConnect, the process was enhanced to make it easier to identify veterans and review the required supporting documentation, including DD214. Locations were trained on how to identify veterans and verify the required documentation.

b) Interview Documentation: HRConnect uses pipelines to track candidates throughout the recruitment process. Locations are required to follow established procedures for candidates in the interview pipeline. They have also been reminded that all interview-related documents for every candidate must be retained for four years.

c) Training: With the implementation of HRConnect, all training materials were updated and posted on the HRConnect Resource Hub/SharePoint. In-depth training was also provided at launch in July 2024, and monthly collaborative sessions continue to be offered.

d) Compliance Monitoring: Talent Management has implemented compliance monitoring to ensure veterans' preference rules are consistently applied.

Responsible Party: Angine Tyghter, Director Talent Acquisition

Observations Matrix Cont.

3. New Hires – Drug Testing	**Rating: High**

Observation

We selected a risk-based sample of 23 new hires for the period July 1, 2024, through April 30, 2025, and noted that two employees did not have evidence of a completed drug test. The lack of evidence increases the risk that pre-employment drug screening procedures may not have been consistently performed or documented in accordance with established requirements. The lack of evidence also increases the risk of non-compliance with District hiring policies and may result in inconsistencies in the application of pre-employment screening procedures.

Recommended Action

We recommend that management strengthen controls over pre-employment drug testing by:

a) **Requiring Documentation Prior to Hire**
Ensure that evidence of completed drug testing is obtained and documented before finalizing the hiring decision.

b) **Standardizing Record Retention**
Implement a consistent process for retaining drug test results or confirmations within employee personnel files.

c) **Enhancing Review Procedures**
Establish a review control to verify that all pre-employment requirements, including drug testing, are completed and documented prior to onboarding.

d) **Providing Training**
Provide guidance and training to HR personnel on documentation requirements and expectations for pre-employment screening.

These actions will help improve consistency, ensure adherence to District policies, and strengthen overall hiring controls.

Observations Matrix Cont.

3. New Hires – Drug Testing Cont.	**Rating: High**

Management Response

Management acknowledges that drug testing was not completed for selected candidates in these specific non-instructional positions. However, the applicable departments did comply with random drug screening requirements for affected employees.

Once the issue was identified during the audit, Talent Acquisition immediately took corrective action and implemented steps to ensure compliance.

All recommendations have been implemented. Talent Acquisition now coordinates with the hiring location and Risk Management to confirm that drug test results are completed and uploaded to the recommended candidate's file. No candidate will be approved until those results are received. All applicable staff and departments have also been provided training and written guidance.

Responsible Party: Angine Tyghter, Director Talent Acquisition

Observations Matrix Cont.

4. Employee Termination – Notification Documentation	**Rating: Moderate**

Observation

We selected a risk-based sample of 23 terminated employees, including instructional, non-instructional, and administrative personnel, for the period of July 1, 2024, through April 30, 2025. We performed detailed testing to assess compliance with District policies related to employee separation procedures. Based on our testing, we noted the following exceptions:

Board Notification Deficiencies (5 of 23 employees)
In five instances, Board notification of termination was not provided to demonstrate proper approval or oversight of the separation.

Incomplete Employee Notification Documentation (2 of 23 employees)
In two instances, the resignation letter, termination notice, or related employee notification documentation was not sufficient or properly maintained.

These issues increase the risk of non-compliance with District policies and reduce transparency, accountability, and auditability over employee termination processes.

Recommended Action

We recommend that management strengthen controls over employee separation procedures by:

a) **Enhancing Board Approval Controls**
Ensure terminations are properly documented and included in Board agenda items with clear, sufficient detail to evidence approval.

b) **Standardizing Documentation Requirements**
Require complete and consistent retention of all resignation letters, termination notices, and supporting documentation within personnel files.

c) **Implementing Review Procedures**
Establish supervisory or HR review processes to verify that all required documentation and approvals are completed prior to finalizing separations.

d) **Providing Training**
Provide training to HR personnel and administrators on required termination procedures, documentation standards, and Board reporting requirements.

These actions will help improve compliance, strengthen internal controls, and enhance the accuracy and completeness of employee separation records.

Observations Matrix Cont.

4. Employee Termination – Notification Documentation Cont.	**Rating: Moderate**

Management Response

Management has implemented measures to improve consistency, timeliness, and reporting accuracy in the termination process, strengthening compliance and accountability. With the implementation of HRConnect, all terminations are now processed through a single department, eliminating prior inconsistencies. This centralized approach improves tracking and helps ensure the appropriate documentation is attached to each action and aligned with the corresponding Board action.

Responsible Party: Susan Rockelman Executive Director Talent Management

Observations Matrix Cont.

5. Employee Termination – State Reportable	**Rating: Moderate**

Observation

We reviewed all employee terminations in the sample, when applicable, for state reportable requirements, including the filing of Statements of Good Faith and completion of the Affidavit of Separation (DQ-6) form.

Statement of Good Faith

Section 1012.796(1)(d), Florida Statutes, requires each school district to "file in writing with the department all legally sufficient complaints within 30 days after the date on which subject matter of the complaint comes to the attention of the school district. A complaint is legally sufficient if it contains ultimate facts that show a violation has occurred as provided in s. 1012.795, F.S. and defined by rule of the State Board of Education. The school district shall include all information relating to the complaint which is known to the school district at the time of filing."

Affidavit of Separation (DQ-6)

Section 1012.31(2)(a), Florida Statutes, requires the execution of an Affidavit of Separation by a school district when separation of an employee is due to termination or resignation in lieu of termination. The statute requires that the affidavit describe the reasons for separation and disclose when the separation is due to a report of sexual misconduct with a student.

During our review, we noted that while procedures exist, the overall process for identifying and reporting state reportable terminations is not clearly defined or consistently understood across departments. Specifically, responsibilities for identifying and evaluating reportable terminations span multiple departments, including Human Resources, the Office of Professional Practices (PPS), and the Police Department, among others. Determining whether a termination met state reporting criteria required multiple discussions with various personnel, and in all instances inquired, it was indicated that the terminations did not qualify for reporting. Due to the cross-functional nature of the process and lack of clearly documented criteria and procedures, there is an increased risk that reportable incidents may not be identified, documented, or reported timely in accordance with applicable requirements.

These conditions reduce transparency, create inconsistencies in the process, and increase the risk of non-compliance with reporting requirements.

Observations Matrix Cont.

5. Employee Termination – State Reportable Cont.	**Rating: Moderate**

Recommended Action

We recommend that management strengthen controls over state reportable termination processes by:

a) **Clarifying Roles and Responsibilities**
Clearly define and communicate departmental responsibilities for identifying, evaluating, and reporting terminations that may meet state reporting criteria.

b) **Further Documenting Standardized Procedures**
Enhance and further document formal, written procedures outlining the end-to-end process for evaluating terminations, including required documentation, decision criteria, review steps, and timelines.

c) **Establishing Clear Criteria**
Provide clear guidance and reference materials to assist all personnel in determining when a termination qualifies as reportable, including examples and decision frameworks.

d) **Centralizing Oversight**
Designate a responsible function (e.g., HR or PPS) to perform a final review of all terminations to ensure reportable cases are properly identified and filed.

These actions will help improve consistency, ensure timely and accurate reporting, and strengthen overall compliance and accountability within the termination process.

Management Response

In 2024, The HR Division created a Professional Standards Department. This Department coordinates all discipline and termination. This realignment has removed the disconnect of several departments handing discipline and corrective action. The procedures and process for terminating an employee has been documented and training provided to departments and staff. In addition, monthly Board review meetings occur immediately following the Board meeting to ensure all actions and documents have been collected and distributed to appropriate entities.

Responsible Party: Heather Parente Director Professional Practices

Observations Matrix Cont.

6. Employee Termination – Return of Assets	**Rating: Moderate**

Observation

We selected a risk-based sample of 23 terminated and separated employees, including instructional, non-instructional, and administrative personnel, for the period of July 1, 2024, through April 30, 2025. We performed detailed testing to assess internal controls over the return of District-issued assets (e.g., computers, keys, badges). Based on our testing, we noted the following exceptions:

Missing Asset Returns (3 of 23 employees):
In three instances, required assets were not returned upon separation, including two instances involving employee badges and one instance involving keys.

Additionally, we noted that responsibility for tracking and confirming the return of assets is not centralized. Verification required multiple follow-ups by HR and Internal Audit with individual schools and departments, and responses were primarily obtained through email after several communications.

These conditions reduce accountability and increase the risk of asset loss and incomplete records.

Recommended Action

We recommend that management strengthen controls over the employee separation asset return process by:

a) **Implementing a Standardized Checklist**
Develop and require the use of a formal separation checklist to document all assets assigned to employees and confirm their return prior to final separation.

b) **Centralizing Tracking and Documentation**
Establish a centralized system or process to track issued assets and their return status, accessible to HR and relevant departments.

c) **Defining Roles and Responsibilities**
Clearly assign responsibility to specific departments or personnel for verifying and documenting the return of assets during the separation process.

d) **Requiring Timely Verification**
Implement procedures requiring confirmation of asset return prior to finalizing termination processing, including escalation protocols for missing items.

These actions will help improve accountability, reduce the risk of asset loss, and enhance the completeness and reliability of separation records.

6. Employee Termination – Return of Assets Cont.	**Rating: Moderate**

Management Response

Management agrees with the report's recommendations and recognizes that stronger accountability measures are needed to reduce the risk of asset loss.

a) HR will work with each division to ensure the standardized checklist is used whenever an employee separates from the District.

b) A centralized tracking system is not currently in place, and each location remains responsible for monitoring employee assets. The District plans to implement a new ERP system in the near future, and the need for centralized asset tracking has been identified as a high priority.

c) HR will partner with the department responsible for property management and asset control to update procedures and guidance for tracking assets.

Responsible Party: Susan Rockelman Executive Director Talent Management

Estimated Completed Date: July 30, 2026

Observations Matrix Cont.

7. Employee Termination – System Access	**Rating: Moderate**

Observation

We inspected a risk-based sample of 23 terminated and separated employees, including instructional, non-instructional, and administrative personnel, for the period of July 1, 2024, through April 30, 2025. We conducted testing to verify that employee access to systems (e.g., email, databases, and core systems) was revoked on or before the termination date. The District utilizes an automated process whereby an iForm is completed in SAP, triggering updates to employee status. This status change feeds into the Identity Management System on an hourly basis, which disables accounts in Active Directory when an employee is marked as "withdrawn." Disabled status is then synced to Microsoft Azure, preventing system access. Microsoft Azure is a cloud-based platform that provides identity and access management services, enabling centralized control and enforcement of user authentication and system access across connected applications.

We were provided with screenshots demonstrating an example of how a termination is processed through the system and how access is removed. Based on this, we requested the iForm for all employees in our sample to compare the date the form was completed to the respective termination date. However, we noted that in 14 of the 23 instances, the iForm was not completed, as those terminations were processed manually by HR. Additionally, due to system log retention limitations, we were unable to validate access removal timing for all sampled employees.

As a result, we were unable to verify that access was revoked on or before the termination date in all cases.

Recommended Action

We recommend that management strengthen controls over access deprovisioning by:

a) **Extending Log Retention**
Enhance system log retention periods to ensure sufficient history is available for monitoring and validation of access revocation timing.

b) **Standardizing Termination Processing**
Require consistent use of the iForm or equivalent standardized process for all terminations, including those processed manually, to ensure a complete audit trail.

c) **Implementing Monitoring Controls**
Establish periodic reviews or automated reports to verify that access is disabled timely based on termination dates.

d) **Enhancing Documentation**
Maintain clear documentation evidencing the date and time of access removal for each terminated employee.

These actions will help improve transparency, strengthen internal controls, and ensure timely and consistent removal of system access.

7. Employee Termination – System Access Cont.	**Rating: Moderate**

Management Response

Management agrees that there were inconsistencies in the termination and separation process in ECC/SAP when iForms were used; however, those issues have been resolved with the implementation of HRConnect. In HRConnect, iForms are no longer used, and terminations are processed immediately upon submission with no workflow delays.

Employee access to systems such as email and databases is removed within 24 hours. Information Systems also runs scheduled integrations with HRConnect to ensure separated employees no longer have access. This report includes the dates access was removed.

Responsible Party: Susan Rockelman Executive Director Talent Management

Estimated Completed Date: July 30, 2026

8. Employee Records Storage	**Rating: High**

Observation

During our procedures, we noted that employee-related documentation and supporting records are maintained across multiple locations, including individual schools, departments, and various functional areas throughout the District. While a centralized Human Resources function exists, key processes involve multiple departments, resulting in information being stored in separate and, in many cases, manual or paper-based formats.

As a result, obtaining necessary documentation requires multiple requests, follow-ups, and coordination with different personnel, with responses often provided through informal means such as email. The lack of centralized and electronic storage of records reduces the efficiency of information retrieval and increases the risk that documentation may be incomplete, inconsistent, or not readily available when needed.

These conditions reduce transparency, hinder timely access to critical information, and increase the risk of non-compliance with District policies due to inconsistent recordkeeping practices.

Recommended Action

We recommend that management strengthen controls over record management and documentation practices by:

a) **Centralizing Documentation Storage**
Implement a centralized system for storing employee-related records to ensure all documentation is maintained in a single, accessible location.

b) **Transitioning to Electronic Records**
Reduce reliance on paper-based processes by digitizing records and maintaining documentation in a secure electronic format.

c) **Standardizing Recordkeeping Requirements**
Establish consistent requirements for documentation retention, including what records must be maintained, where they should be stored, and timelines for retention.

d) **Defining Roles and Responsibilities**
Clearly assign responsibility for maintaining and updating records to ensure accountability across departments involved in HR-related processes.

e) **Improving Accessibility and Retrieval**
Ensure that authorized personnel can easily access necessary documentation in a timely manner for operational, compliance, and audit-trail purposes.

These actions will help improve efficiency, enhance transparency, and strengthen overall internal controls related to record management.

8. Employee Records Storage Cont.	**Rating: High**

Management Response

Management agrees that improvements are needed to increase the efficiency of employee records storage. The District plans to implement a new ERP system soon, and digitizing employee records through a centralized repository has been identified as a high priority. Until that system is in place, locations will be reminded of proper records retention requirements.

Responsible Party: Susan Rockelman Executive Director Talent Management

Estimated Completed Date: August 1, 2026

Established 1915
BROWARD
County Public Schools

DR. ERNIE LOZANO, CHIEF HUMAN RESOURCES OFFICER
HUMAN RESOURCES DIVISION

PHONE: 754-321-1840 **FAX:** 754-321-2704 **EMAIL:** ernie.lozano@browardschools.com

DATE: June 9, 2026

TO: Mark Magli
Chief Auditor

FROM: Dr. Ernie Lozano Ernie Lozano (Jun 10, 2026 11:02:14 EDT)
Chief Human Resources Officer

SUBJECT: MANAGEMENT RESPONSE TO INTERNAL AUDIT OF HUMAN RESOURCES FUNCTION MAY 2026

The Human Resources Department appreciates the internal audit and values the opportunity to strengthen its processes through continuous improvement. During the 2024–25 reorganization, the Division recognized inconsistencies and opportunities to streamline operations. As a result, the Instructional and Non-Instructional Staffing Departments were combined into a single Talent Acquisition Department under one leader. This realignment helped address inconsistencies and implement solutions to close gaps identified in the report. In addition, the implementation of HRConnect, a new human capital management system that includes applicant tracking, recruiting, and onboarding, has helped resolve several process gaps. Management agrees with the report's recommendations. Overall, the audit confirmed that a control environment is in place, and Human Resources remains committed to strengthening organization, standardization, and execution to support more effective and consistent operations.

1. Recruiting – Job Posting Accuracy and Data Alignment

Management agrees with the recommendations and has taken corrective action to address these inconsistencies. Over the past year, Compensation and Budget have reviewed each job class tied to a job profile to ensure that every job description is linked to a unique job class and position record. This project is expected to be completed by June 30, 2026. A unique job class ensures that position attributes, such as salary or hourly rate, are accurately integrated into HRConnect. Because HRConnect has character limitations that prevent the full job description from appearing in the posting, the vendor's solution is to provide a link to the job description database using a unique code. Candidates can use that link to access the complete job description.

To strengthen controls, Budget, Compensation, and Talent Acquisition implemented a process that outlines the required action steps after a job description is approved or amended. The Talent Management systems team also runs reports to verify the completeness of job postings, address identified issues and provide training to impacted staff as needed.

Responsible Party: Angine Tyghter, Director Talent Acquisition

2. Recruiting – Veterans Preference

Management has implemented procedures to ensure the District complies with veterans' preference rules and guidelines. With the implementation of HRConnect, the process was enhanced to make it easier to identify veterans and review the required supporting documentation, including DD214. Locations were trained on how to identify veterans and verify the required documentation.

b) Interview Documentation: HRConnect uses pipelines to track candidates throughout the recruitment process. Locations are required to follow established procedures for candidates in the interview pipeline. They have also been reminded that all interview-related documents for every candidate must be retained for four years.

c) Training: With the implementation of HRConnect, all training materials were updated and posted on the HRConnect Resource Hub/SharePoint. In-depth training was also provided at launch in July 2024, and monthly collaborative sessions continue to be offered.

d) Compliance Monitoring: Talent Management has implemented compliance monitoring to ensure veterans' preference rules are consistently applied.

Responsible Party: Angine Tyghter, Director Talent Acquisition

3. New Hires – Drug Testing

Management acknowledges that drug testing was not completed for selected candidates in these specific non-instructional positions. However, the applicable departments did comply with random drug screening requirements for affected employees.

Once the issue was identified during the audit, Talent Acquisition immediately took corrective action and implemented steps to ensure compliance.

All recommendations have been implemented. Talent Acquisition now coordinates with the hiring location and Risk Management to confirm that drug test results are completed and uploaded to the recommended candidate's file. No candidate will be approved until those results are received. All applicable staff and departments have also been provided training and written guidance.

Responsible Party: Angine Tyghter, Director Talent Acquisition

4. Employee Termination – Notification Document

Management has implemented measures to improve consistency, timeliness, and reporting accuracy in the termination process, strengthening compliance and accountability. With the implementation of HRConnect, all terminations are now processed through a single department, eliminating prior inconsistencies. This centralized approach improves tracking and helps ensure the appropriate documentation is attached to each action and aligned with the corresponding Board action.

Responsible Party: Susan Rockelman Executive Director Talent Management

5. Employee Termination – State Reportable

In 2024, The HR Division created a Professional Standards Department. This Department coordinates all discipline and termination. This realignment has removed the disconnect of several departments handing discipline and corrective action. The procedures and process for terminating an employee has been documented and training provided to departments and staff. In addition, monthly Board review meetings occur immediately following the Board meeting to ensure all actions and documents have been collected and distributed to appropriate entities.

Responsible Party: Heather Parente Director Professional Practices

6. Employee Termination – Return of Assets

Management agrees with the report's recommendations and recognizes that stronger accountability measures are needed to reduce the risk of asset loss.

a) HR will work with each division to ensure the standardized checklist is used whenever an employee separates from the District.
b) A centralized tracking system is not currently in place, and each location remains responsible for monitoring employee assets. The District plans to implement a new ERP system in the near future, and the need for centralized asset tracking has been identified as a high priority.
c) HR will partner with the department responsible for property management and asset control to update procedures and guidance for tracking assets.

Responsible Party: Susan Rockelman Executive Director Talent Management

Estimated Completion Date: July 30, 2026

7. Employee Termination – System Access

Management agrees that there were inconsistencies in the termination and separation process in ECC/SAP when iForms were used; however, those issues have been resolved with the implementation of HRConnect. In HRConnect, iForms are no longer used, and terminations are processed immediately upon submission with no workflow delays.

Employee access to systems such as email and databases is removed within 24 hours. Information Systems also runs scheduled integrations with HRConnect to ensure separated employees no longer have access. This report includes the dates access was removed.

Responsible Party: Susan Rockelman Executive Director Talent Management

Estimated Completion Date: July 30, 2026

8. Employee Records Storage

Management agrees that improvements are needed to increase the efficiency of employee records storage. The District plans to implement a new ERP system soon, and digitizing employee records through a centralized repository has been identified as a high priority. Until that system is in place, locations will be reminded of proper records retention requirements.

Responsible Party: Susan Rockelman Executive Director Talent Management

Estimated Completion Date: August 1, 2026

EL/tjr

SCHOOL BOARD OF BROWARD COUNTY

AUDIT COMMITTEE MEETING

KC WRIGHT ADMINISTRATION CENTER
BOARD ROOM
600 SE 3RD AVENUE
FORT LAUDERDALE, FLORIDA

THURSDAY, JUNE 18, 2026
9:35 A.M. - 12:36 P.M.

Court Reporter:
Timothy R. Bass, Stenographic Reporter
Bass Reporting Service, Inc.
633 South Andrews Avenue, Suite 500
Fort Lauderdale, FL 33301

COMMITTEE MEMBERS IN ATTENDANCE:
MS. MARY FERTIG, Chair
MR. DON GILBERT
MR. ROBERT MAYERSOHN
MR. DHANDAPANI THIRUVENKEDAM
MS. MARIAH RABIDEAU
MR. ANDREW MEDVIN, CPA
MR. LEW NAYLOR
MS. RACHEL ROSAS
MS. MURIEL THEOPHIN-ATILUS

OFFICE OF THE CHIEF AUDITOR STAFF:

MR. MARK MAGLI, Chief Auditor
MS. NAKIA GOULDBOURNE, Manager, Internal Funds
MS. JENNIFER HARPALANI, Assistant Director, IT Audits
MS. ELENA PRITYKINA, Operational Audits
MS. RAYSA LUGO, Senior Auditor
MR. MERLIN BUTLER, Manager - Property & Inventory
MR. BRYAN ERHARD, System Support Specialist II
MR. DEREK TILLMAN, Executive Secretary
MS. OCTAVIA ALLEN HARDAWAY, Clerk Spec C

DISTRICT STAFF:

MS. ROMANEIR JOHNSON, Chief Financial Officer
MS. ANGINE TYGHTER, Director, Talent Acquisitions
MR. MICHAEL SALMERI, Manager, Talent Acquisition
DR. ERNIE W. LOZANO, Chief Human Resources Officer
MR. JEFFREY WHITNEY, Director, Budget
MR. RYAN SMITH, Director, Business Support Center
MR. ANTONIO BRIHM, Supervisor, Payroll
MS. HEATHER PARENTE, Director, Professional Practices

INVITED GUESTS:

MR. RODERICK HARVEY, External Auditor, HCT Certified Public Accountants and Consultants
MR. ROB BROLINE, External Auditor, Carr, Riggs & Ingram, L.L.C.
MR. MARK SMITH, External Auditor, Carr, Riggs & Ingram, L.L.C.
MR. TIM BASS, Court Reporter, United Reporting

The following pages are excerpts of the draft minutes of the Audit Committee Meeting of June 18, 2026 that are specifically related to Internal Audit of Human Resources Function.

The complete minutes, which include Committee discussion on matters not related to this item, are scheduled for Committee discussion and approval at their next scheduled meeting on July 16, 2026.

And, Mr. Magli, do you want to introduce our -- Mr. Broline?

MR. MAGLI: Yes, thank you. Here with CRI for us today are Rob Broline and Mark Smith who work with our staff and key staff from the district to analyze this particular - the components of this audit, which is a review of several -- to review the adequacy and effectiveness of the controls over recruitment, hiring, onboarding, compensation and termination processes. So I will allow him to kind of introduce himself.

MR. BROLINE: Thank you. So I'm Rob Broline, the overall engagement partner. You guys have seen me many times. Some of you are new faces. I see some new faces on the audit committee. It's nice to meet you all. I'll let Mark introduce himself.

MR. MARK SMITH: I'm Mark Smith, partner with CRI. I worked on this audit with the OCA team and the district.

MR. BROLINE: So, as Mark pointed out, I'm just going to in terms of page reference, I'm on page 2, we summarize the overall, give you kind of a high-level view of our internal audit. It

was, as Mark pointed out, very comprehensive in covering all the key processes related to the human resources function. And, as he said, just to emphasize from, really from, you know, as we say cradle to grave, recruitment and hiring onboarding, certain aspects of compensation. Obviously, there's a lot in there. You've had reports very focused on payroll, so we look at certain aspects of that not of all of the compensation, that's its own whole internal audit, itself, and then also employee separation. We did a look at such things as to make sure that, looking at the controls related to those processes, also looking at compliance with the applicable school board policies, collective bargaining agreements, which are many, and the applicable Florida statutes and federal laws.

It is a centralized system and HR -- with HR and they do have standardized procedures to oversee this function. And then looking now, I just want to emphasize, as well, I'm looking at the third paragraph on that page in the Overview, it's important because there was a change that took place during our internal audit. They do use an integrated Human Resources Information

System, HRIS is the acronym, to support the workforce management, personnel administration, and related HR operations. But the primary system in support of these functions are SAP SuccessFactors and HR Connect. So these two together support the full employee lifecycle that we looked at, including payroll processing, the benefits reporting and all those downstream integrations.

Finally what I want to point out here is that during the internal audit the district transitioned to HR Connect, which was fully implemented for the 25-26 school year. So based on where we started our process engagement, the audit scope period covered the activity prior to that transition. However, in order to also, you know, to have that as part of our coverage, the testing procedures were performed after the implementation of HR Connect and therefore relied upon this transfer that took place of data to HR Connect and retained in previous systems and/or departmental shared network drives as applicable. So there was a lot of data moving around in different places. That sounds like maybe a common theme there. And our objective there was

to look at the control environment and look for compliance as it relates to each of these processes. And that's what our objective says.

So then going to page 3, and so you see we have a total of eight observations, you see the risk ratings there. We had one, two, three, four, five moderates and three highs. And we just make a short blurb there, obviously, later in the report, as you know, as we get into the details of what the nature of each of those observations, you can see though in what areas, we had two in recruiting, one in new hires and several related to employee termination. And then finally we had one related to records storage.

And so summarizing there you see we have a high, moderate and low scale and that has to do with prioritization; okay? It doesn't mean, you know, oh, my goodness, it has to be addressed today or tomorrow, but from a prioritization standpoint these are the ones we're saying are more critical in being addressed as soon as feasible that the management seeks to implement their responses and their corrective actions. And in looking down there we give you the

definitions of what each of those -- in terms of our ratings. We do have an overall rating that we come to. You see we have definitions of what constitutes satisfactory, needs improvement, unsatisfactory.

Satisfactory means that all controls in place appear to be working properly. They're achieving those objectives that we would expect them to achieve and providing for an effective internal control.

Needs improvement means we've identified some weaknesses, some findings and some issues that are of the nature to render the system and internal controls ineffective, but not so much as to end up to be unsatisfactory, but they fall under the category of needs improvement.

And, of course, unsatisfactory, the significance of what we found would deem to then render the system and the controls as a whole for this function as being ineffective.

You see then where we landed on the results of our procedures was that the function we judged to be needs improvement to achieve those objectives and to comply with the laws, rules and regulations in terms of effective controls.

Now, we give rationale for that, which I want to point out to you. So, what we're saying is, while processes are in place, it's important to emphasize that, there were -- processes are in place and controls across recruiting, hiring, compensation and termination, those processes we looked at, as noted above, several observations we did identify gaps and how consistently those processes associated and the controls related to that are in effect. And we give kind of a summary really of what we detail below and we want to emphasize, and this is how I think we would say it's landed on needs improvement as opposed to unsatisfactory is, and here's the rationale for that. Many of the issues or observations noted were related to documentation, recordkeeping, and just the decentralized nature of activities across multiple departments and systems. This contributed into the inconsistencies and some of the execution gaps that we noted below. Also, some of those higher-risk observations we noted related to compliance record management and further highlight the need to improve that consistency and oversight.

So we, overall then we're saying the control environment is in place, however, there are enhancements in organization, standardization, and execution in order to support and kind of rise that level we would judge to be an effective and consistent control structure; in other words, to get to satisfactory.

And as I said, below then in the detail, the observation, in the observation matrix, we have the detail of each of those observations.

We summarize on page -- pages 5 and following, there you can see it outlines the different testing attributes we applied to each of those areas. And so you can see those. I will not read those. And then you've read the report, and what we did there is you can see there in a very transparent way, here's the attribute we tested within these areas and here is whether we had an observation or whether our testing resulted in no exceptions. And you can see that's what's put in front of you as you move through pages 5 and 6, really all the way through, all those processes through page 9.

Now, I can go in into -- if you like I can go into, I'll have my colleague go into just kind of

highlight, drop down and look at the observations themselves and kind of highlight those for, if you'd like, spend a little time doing that, and, of course, obviously, answer any questions you would have, whatever would be your preference. Happy to proceed how you'd like.

MS. FERTIG: What's your preference? Are you all -- do you have a list of questions; do you want to start with those?

MR. MAYERSOHN: Yeah, I'm comfortable just going with -- I mean, we got a general overview, which is very helpful. I think it's just a matter of questions and answers.

MS. FERTIG: Actually, at this time I was wondering if I could -- if everybody's agreeable, we'll start with the attributes and the -- and just go down page number by page -- start at the beginning and work through. Is that good with everybody? And if you have a comment --

So I'm going to start on page 5. Thank you, this is great. And it's very easy to follow, so thank you for that.

MR. BROLINE: You're welcome.

MS. FERTIG: We can start on page 5 or I can start in the back, whichever way you all want to

do it, but why don't we just start with -- I was going to say I could also go to page -- I'm looking to see what the first one is. I think it's 15, but, no.

Start on 17 or 5, anyone have any comments on the observation? Well, let's just start on the observations on page 17. Any comments on page 17 through 18?

MR. MAYERSOHN: I mean, I guess my only question is, going back here to page 33, it says the project is expected to be completed by June 30th, 2026, that's for Management agrees with the recommendation, and they're going to complete, obviously, any gaps by June 30th, 2026. Is that on target?

MS. TYGHTER: Yes, we're on target, our compensation team and working with budget to make that correction.

MR. MAYERSOHN: Okay.

MS. FERTIG: Okay. I'll go to number 2 on page 19; any questions; comments?

MS. RABIDEAU: I do.

MS. FERTIG: Yes, go ahead. One of you two go ahead.

MR. THIRUVENKEDAM: On page 19 that is a

section of Lack of Interview Documentation 4 of 9 employees, which is like almost 50 percent, when I see the same, like, you know, whenever the rating is high I'm looking into those numbers, if there is anything documented, like whether those gaps are now fixed subsequently for those employees are still pending? So we are seeing some recommendations, but it looks like in general for the future, but whether the existing ones are fixed? Like I'm talking about -- not just talking about the Veterans' Preference as well as the existing, also?

MS. TYGHTER: We're addressing it with the location. So just for clarity, you're asking if the interview documents from the four people that were identified in the audit, if we're making sure the locations follow up and have the documents for the reported amount of time; yes, we're following up to make sure that they indeed reconcile and have those documents on file.

MR. THIRUVENKEDAM: Okay. Thank you.

MS. RABIDEAU: Yeah, this is sort of the same thing, but just maybe framing it a little bit differently. What assurance do we have, I know we have outlines of Management response on the

same Veterans' Preference question, but, you know, Veterans' Preference, that's a legal compliance situation there, so I just want to make sure that if something can be brought back to us just to show that the Management response and if some of it says it was implemented, but this ongoing monitoring of it, I want to be sure that we're making sure that the Veterans' Preference is being honored, especially with the changes to the new system.

MS. TYGHTER: Yeah, so already in the process of this audit we hold monthly trainings with our locations, both our school-based locations and our district departments. In fact, we just had one yesterday with our school locations. And even though the hiring, depending on what's happening within the time period might be -- the session might be location specific because there is different hiring needs at different times, we share all of that information. And so we try to target our training in smaller groups and update our centralized HR SharePoint sites where the most related information is there. In addition, the HR Connect system now allows each hiring manager and the supervisor to enable Veterans'

Preference in a more user-friendly way. So to the previous point about using the digital tools and kind of shying away from paper, all of those things now have to be uploaded by the veteran, every applicant has to be screened. So in the process of the audit we were already implementing those changes and now have the checks and balances to go back. And if a location, by some chance, because there's human error, misses, when it comes to Talent Acquisition and we're verifying the hiring process, we can now direct to go back and we've actually had to stop one or two because we've gotten much better. So all of those processes are in place and the technology tools are helping us to help the humans have a better accuracy rate.

MS. RABIDEAU: I love hearing that about technology. Thank you.

MR. MAYERSOHN: So just -- just as a follow-up to the training aspect of it, is it it's required training?

MS. TYGHTER: Yes, it's required training and it's also recorded for those who might not be there.

MR. MAYERSOHN: Okay. So if somebody misses

it they can go back?

MS. TYGHTER: Yes.

MR. MAYERSOHN: Is that held in some database where they can go back every two months if they're not sure and revisit the, whether it's a tutorial, or a talking head, or whatever it may be?

MS. TYGHTER: So all of our training is done on Teams, just in terms of just maximizing efficiency and also having the capability to record and then using the AI tools to also provide a summary and follow-up tasks. So the trainings are recorded where all of the departments and school locations are in a centralized team that all of the training recordings are there for perpetuity that they can go back. We also send out an email because we know everybody's schedule is busy. So after the training wraps and we kick all the people out of the Teams meeting, because people forget and they linger, we send a recording to everyone that was required to be there. So we have multiple ways to ensure that. And we also involve the chiefs to say, please, reiterate that if somebody was absent so we can go back and also check

attendance logs.

MR. MAYERSOHN: And do you develop a list of FAQs?

MS. TYGHTER: Yes.

MR. MAYERSOHN: Okay. Okay.

MS. RABIDEAU: Can I follow up really quick?

MS. FERTIG: Yeah.

MS. RABIDEAU: So you're saying that everyone -- you're making sure that they get it; right? But is there also a control mechanism to see, like an attestation of some sort or like a Quizlet at the end of this training to show that they've mastered and understand the content of this?

MS. TYGHTER: There's no quiz, usually. We do some Q&As during the training to reiterate, and so we'll pause. We have an extensive Q&A session at the end of the training, but there's typically not a quiz, because we cover so many various topics.

Michael wants to add something.

MR. SALMERI: Good morning. Michael Salmeri. I also wanted to add in the enhancement of our recruiting system from SuccessFactors to HR Connect we did a Broward launch of having

representatives from the district, they're called HR Connectors, that also help out office managers, hiring managers, to understand the new system. And there is a repository in the district called the HR Connect Resource Hub that outlines different processes, different actions to complete these actions which also include for the recruitment pipeline to train people on how to make sure and ensure that Veterans' Preference is turned on for every single requisition application they go through to ensure that the screening hiring managers are going through the screening process and ensuring that all candidates and veterans are screened properly.

I just wanted to put that out there as well. So they have that resource to them available at any time.

MS. RABIDEAU: Thank you. That's helpful. I just want to make sure that there's still an outreach element and, you know, attestation somehow of you're making sure that they're understanding fully. If that's, you know, one on one, that's great.

MS. TYGHTER: Yes. Absolutely.

MS. FERTIG: Okay. I'm going to go to number

3 on page 21. Anybody?

MS. THEOPHIN-ATILUS: I'm sorry, can I -- I'm so sorry. You didn't see me when I raised my hand; if I could go back a little?

MS. FERTIG: Oh, I'm sorry, go ahead.

MS. THEOPHIN-ATILUS: HR Connect, kind of like what Bob said -- asked with the software and each person has their own -- each employee has their own login and whatnot. And what I see that -- well, first, are you guys transferring all documents to HR Connect to make it electronic based or we're still going to have to paper, we're going to be hybrid, paper on old files? Because it did -- the audit did show that we're missing resignation letters, termination, incomplete notifications, all of that was found in the audit. And then also there's an error in the details of job postings. But, regardless, with HR Connect, if I have my login, let's just say, you know, I got reprimanded for something, will the status and also the documentation of what I got written up for be able to be viewed by me in my HR Connect? And then, again, just the fact that things are missing, are you guys going to turn everything into the -- bring everything

to the HR Connect software or is it going to be hybrid?

DR. LOZANO: So that's why we're looking at -- again, Dr. Lozano, Chief Human Resources Officer, we never bought, when we bought the original 20-plus years ago, every module. So the corrective action process is handled through Professional Practices and that's -- there she is, and that's not part of HR Connect; right? So that's not a module we purchased as a district as part of the ERP system. And that's, again, while we talk about there is decentralized pieces because HR Connect we didn't purchase to handle every function like that, so all those different systems read together and an employee goes in and has a comprehensive view of everything, to your point, if they ever had a corrective action or anything like that. So we do house the corrective actions, but they're housed in the Professional Practices department. And these are all the conversation we're going to have in the next few months when we look at the new ERP system and what is critical as part of it and what pieces may not be. Because, you know, each module has a cost and we have to decide as a

district how we're going to move forward with the next iteration of ERP.

MS. THEOPHIN-ATILUS: Thank you for that. And I'll just once again say what Bob said. We really need to get electronic. Because we're really wasting a lot of money doing it like this. And so, therefore, again, if I have a corrective action plain, I should be able to log into my HR Connect and view it. You know, it's things like that. And with us not doing that, we're really -- like Ms. Johnson says, we're a ship. I mean, we're sinking. Our ship is sinking. So it's -- you know.

MS. FERTIG: What would be the rationale for having those in two different locations?

DR. LOZANO: So, again, we didn't purchase the module to handle corrective action.

MS. FERTIG: I mean, you can't go back and look at what somebody else was thinking, but --

DR. LOZANO: If we don't --if we don't have it we have to build our own system to monitor the corrective action processes and document it. So when we originally went out to bid that wasn't part of the scope, the module for corrective action, so that was never a piece of what the

district purchased in the old ERP systems.

MS. FERTIG: Okay. All right. So now we're on -- we are on page --

MR. GILBERT: Madam Chair, I had one question before we move on.

MS. FERTIG: I'm sorry. I'll let you go. Just yell out.

MR. GILBERT: Yeah, I know. We're going to keep it moving. I just had one question. With the Veterans' Preference, is there any known current open items regarding someone who reaped the benefit or was denied the benefit of the Veterans' Preference in the hiring process that you all are working through? Is there any current open items to be aware of?

MS. TYGHTER: On every recruitment there is detailed screening to make sure that if a veteran applies that the Veterans' Preference guidelines are implemented.

MR. GILBERT: Okay. Because -- that's what I'm saying. Because from reading the outline it's saying that there was a lack of documentation to support that status. That's why I asked. Because, again, if someone got hired but did not have the supporting documentation for

their status, is that an issue? Or if someone who is legitimately a veteran but somehow was remitted from the process but they're documentation is present, that's why I was asking.

MS. TYGHTER: So if we missed someone and they submit their documents we would correct it. But right now there is no pending outstanding issues of that nature.

MR. GILBERT: Appreciate it. Thank you.

MS. FERTIG: Okay. Page 20. Are we good to go to number 3, page 21?

Okay. Anything? Anybody?

(No response.)

MS. FERTIG: Okay. I'm going to go to number 4, Employee Termination Notification Documentation on page 23; any comments; questions?

(No response.)

MS. FERTIG: Okay. Number 5, Employee Termination - State Reportable on page 25; any questions anybody?

(No response.)

MS. FERTIG: Okay. Employee Termination - Return of Assets on page 27?

Yes, Lew, go ahead.

MR. NAYLOR: Yeah. On, where it talked about the missing assets returned it talks about the items, employee badges, computers, things like that. One of the things that we identified during the property audit -- the property audit was we had recommended that there be an audit of the property that that person was responsible for. Should that -- can that be included in here? Is that something that should be included in here? And I think I could defer to the district on that?

MS. FERTIG: Okay. Who's got a -- who wants to respond?

MS. JOHNSON: Can you repeat the question, please?

MR. NAYLOR: Yeah. You know, one of the recommendations we did when we reviewed the property audit at the locations was that there was really no exit audit performed when somebody left the district.

MS. JOHNSON: Laptops.

MR. NAYLOR: Right. So here, though, it looks like they're checking to see if they turned their personal stuff in, but not the items that

they're personally responsible for, which would also help with the property audits.

DR. LOZANO: So it's my understanding a laptop would be part of the asset and they didn't find a case where the laptop wasn't returned. To me, as I read this, the only assets that weren't turned in were employee badges and keys. The district was able to receive the laptops and items that belonged to the district.

MR. NAYLOR: But you didn't review the property that that person was responsible for. Say in a teacher's classroom, you've got printers, you've got --

DR. LOZANO: Correct.

MR. NAYLOR: So my question is, we had already made a recommendation that that audit should be done upon their termination or separation. I don't know if that's something that should be included here or are we holding those two in two different silos; do you see what I'm saying? One is property audit the other one is the termination of an employee.

MS. JOHNSON: I would think that would be in two different silos. Because at the time, teachers, we don't expect them to bring in a

printer, so we don't expect them to leave with one also. So when the -- we're making sure that if someone's leaving the district they're not touching any of our equipment that we audit as far as printers, chairs. Whatever is our property is the district's property does not belong to no individual. So we're not -- what we give to them as ownership is cell phones or it would be a computer, they must turn that into HR before they exit.

MR. NAYLOR: Okay.

DR. LOZANO: She says HR, but she means their site supervisor.

MS. JOHNSON: Right. Or whoever is responsible.

MS. FERTIG: I like the way she keeps passing the baton to you.

MS. JOHNSON: No, I'm just saying that that's part of their exit process.

DR. LOZANO: She loves her principals so she just puts it on us.

MR. NAYLOR: But we're not stipulating that the person has taken them, but she's responsible -- that person is responsible.

MS. JOHNSON: But the principal should be

doing the audit of their classroom when they're leaving. And they should not be leaving with anything that belongs to stay in the classroom as part of our possession. So if a person exits, I don't expect them to be going and taking a box full of computer laptops or anything like that.

MR. NAYLOR: Well, we've had audits where they have not had -- they have not been able to identify in a terminated employee's room where the items went to. So those have been exceptions.

MS. JOHNSON: So we can add that to the checklist that the principals need to be conscious of what's in their actual room.

MR. NAYLOR: Correct. And that's my only suggestion, that maybe we could --

MS. JOHNSON: We can add that. Thank you.

MR. SMITH: And I think we have that -- we have that in a recommendation, look at A and B, of having that checklist when things are assigned so you can track it, and then when they're terminated you should be able to take that and then make sure that you've receive all the keys, laptops, anything else that was issued, and then centrally track it. So during this we had, Raysa

and Michael helped out a lot, having to reach out to all the different schools because they're the ones keeping track of what was returned, what wasn't, whereas it was difficult to just centrally locate, okay, here's a checklist, yep, everything was turned in, it's signed off, that wasn't the case. So that's what the recommendations aim at.

MR. NAYLOR: Okay. But it's not assigned to the employee, it's assigned to the location.

MS. FERTIG: So when a teacher leaves a classroom look around and make sure that what was there when they came is there when they leave is what you're saying. And then we don't get it on your -- on the other report; yeah.

MR. MAGLI: Madam Chair?

MS. FERTIG: Yeah.

MR. MAGLI: So specific to the school locations the principal is the custodian. So if schools are conducting things as certain bulletins and things have guided them to do they would have an accounting of each -- of all assets and high-risk items. It may not include badges and things like that, but the recommendation for a checklist, what we came up with the last time

we had that discussion was whether we had a systemic tracking of that, like say through SAP or something like that, that those assets were put in there. No information I've received has said that that is the case. I was curious myself as to whether that module had ever been implemented and it hasn't. So sort of to what Dr. Lozano says, in some cases they didn't implement that or choose to incorporate that in the module. Relative to each location, they should know what they have at the location and they should recover those things. But a checklist at any level upon exit, but like I said, if someone leaves and let's say it wasn't -- it was a termination or something like that and they're not as likely to sit through, say, an exit conference or go through the final process like somebody who would be retiring would be happy to do, you know, that presents its own problems. But each -- each location -- and department's also, by the way, this is not just schools, so departments, as well, have to be responsible for all their -- their equipment. And they should be tracking everything. So they should know that and they should be cognizant of

what they have and getting about from an employee to the best of their ability. And if, in fact, they don't have cooperation, well, that would be another situation that they might elevate. Or maybe Dr. Lozano would say, I don't know if there is something in place for potentially, or police, I don't know, but we would look to have those locations track that equipment and get it back. Items that are assigned to people should be on an annual property pass, which would be an accounting of what, in fact, is in their possession as a documented version of it; yes, sir.

MR. NAYLOR: But these are items that are not assigned to an individual.

MS. FERTIG: Yeah, I think -- I think Ms. Johnson has -- just add this as another item, take a look around the room.

Yeah, okay. Yes, Bob, go ahead.

MR. MAYERSOHN: So, again, getting back to this electronic age, when I see the word "keys", I mean, it's -- to me everybody should just have a swipe card to get into where they're assigned or whatever it may be. So if somebody doesn't return a, quote-unquote, ID badge that has the

ability to swipe in, you just deactivate it and don't have to worry about chasing them. Again, time, money, effort; all those things. And that's, you know, my own -- again, one person, maybe they have 25 million keys because they're the, you know, head custodian and they happened to leave and you couldn't collect it, but, again, trying to move towards that electronic age I think really solves a lot of these issues of not returning something or whatever it may be. So that's just my two cents.

MS. FERTIG: Yes, Muriel.

MS. THEOPHIN-ATILUS: Again, we're asking for electronics and so -- also for the items to be centralized. But I also want to know, who was responsible for each step, like, if that could be outlined to us? Because a lot of -- a few things were -- there were documentation gaps, which is a compliance risk. And then also, again, the expectations and the storage within HR Connect, if we can get that, you know, centralized with these documents, it would help out.

And then also, like how were there inconsistencies with the drug tests? You know, how is that -- you know, as she mentioned the

Veterans' Preference that's a legal matter, as well -- I'm so sorry, guys. That's a legal matter as well. So, again, if the employee has access to HR Connect to properly upload the documentation that's needed, you know, certification or whatnot, I think that would be something that would be really good. Because right now all these inconsistencies does not look good. Like how do you have inconsistencies on a drug test? A drug test. That's all I'm saying.

MS. FERTIG: Okay.

MS. THEOPHIN-ATILUS: Yeah, I mean, a drug test. Who's responsible for, you know -- yeah.

DR. LOZANO: So, Ms. Tyghter, do you want to talk about what we do with that particular one, with drug testing to follow up and go back and ensure the employees who needed to be drug tested and move them forward, how we tightened up that process, please?

MR. SALMERI: Good morning again. So when we were doing the audit and that was identified we -- as of HR, we immediately rectified the situation to identify the misfalls, what was happening with the screening process of those specific job requisitions that required the drug

and alcohol testing on it. We took immediate action and brought together all of the associated departments, risk management, transportation, to review the job descriptions to ensure that the drug and alcohol testing was required on those and then took immediate action to no longer have those being occurring. So since the audit we have had no other instances of anybody missing the drug and alcohol testing. As well as the risk management department oversees the drug and alcohol testing and I believe in the audit report they have randomizers where they also drug and alcohol test people that were not tested or continue to go through the testing randomly. So those people that possibly could have been missed through the initial hiring have already been drug tested and alcohol tested.

MS. THEOPHIN-ATILUS: Thank you. But I just feel like HR is slipping, because you went back and looked at the drug test that was not done after the audit was complete. That should have been something that was checked off with the steps with the employee. And it makes me wonder if you guys aren't doing, I won't even call it simple, but if you guys aren't following through

with staff drug tests; what about the background checks? Because, remember, that one person that was arrested, because they were contracted and so they would have never passed a background. So if you drop the ball on one, you're going to drop it on two. Hopefully not, but it just seems that way. Or you guys have, actually.

MS. TYGHTER: So we have a multilayered HR process. So based on the various CBAs, job descriptions, and all of our processes in terms of making hiring efficient and getting folks into their positions in the most expeditious way possible, prior to July 1, 2024 HR was divided in terms of instructional and non-instructional staffing. Effective July 1, 2024 Talent Acquisition was created to streamline and ensure that there are more efficient and more accurate processes. In that process our own internal review identified where some of our satellite locations where there is a Talent Acquisition and HR administrator, prior to the combination of the department they were not necessarily receiving all of the updated training and following all of the procedures with 100 percent accuracy. So some of the instances where the situation was

missed was in the previous iteration of what HR looked like. And so we've taken all of that into account. And so we meet frequently in this room to bring all of our satellite locations in. We actually just had a meeting last week where there are new processes, new findings, and doing not only training before we share with the locations with our initiators of the jobs where I can get in the candidates to pipeline, but making sure that what we call our satellite locations that primarily handle those types of recruitments, that they are up to date and as accurate with all of the procedures and following to date everything that needs to be completed. So while there were missed steps and errors, which is not our goal ever, since July 1st, 2024 that we're a merged department, we have regular, consistent internal checks and balances, internal training for our staff to be able to support the administrators that are working on specific bargaining unit hiring and making sure that those errors don't occur in the future.

MS. THEOPHIN-ATILUS: I appreciate that. I just would like to say I still feel as though, I don't -- of course, I can't pin it on one person

but that department was slipping or is slipping. Because, again, I'll reiterate, even for myself as a parent advocate I have to do the ethics training every year or I can't attend a meeting. But, yet, these are things that are slipping that should be checked off and making sure they were done before that staff member's first day. And so it's just something that, you know, I understand you guys are doing internal audits now, but it's definitely something that I feel we need to come back and look at to see, maybe another audit be done or whatnot, but that's something that it just should not have happened, in my opinion as a parent.

DR. LOZANO: We're 100 percent in agreement with you. As the HR department there should never be a time that an employee who needs a drug test starts a job without that drug test. And this staff, this current staff in HR's responsibility and job is to ensure that any job description that requires a drug test prior to start happens or the employee doesn't start. And Ms. Tyghter was trying-- you know, she was explaining how she put processes in place with her team to ensure we're in 100 percent

compliance with that particular task of completing drug testing when it's required prior to employment.

MS. FERTIG: And let me just say, having been on this committee for a while, that one of the things we do with our audits, as we have them, is periodically you're going to see this type of audit, you're going to see audits on P-cards and other things, and that's because over time things do happen and this gives the departments an opportunity to see where they need to increase their training. Often when we get something like this that's one of our recommendations, do training. I can tell you're doing a lot of training, so, hopefully, you're catching those. But as we go along it's important, periodically, and I'm glad you're calling it out, it's important to say, hey, more training on this, and then with time -- you know, in four years you could see them back and something else may have happened. But it's a great opportunity -- I look at audits as a way to make sure we're doing business correctly. So, anyways --

Mariah, did you have something on this one or are we ready to go to 7?

MS. RABIDEAU: Are we on 5 still?

MS. FERTIG: Actually, we were on 6 getting ready to go to 7, but we backed up.

MS. RABIDEAU: Okay. Let me -- I just -- I noticed something on 5 that I wanted to -- I had jotted it down earlier and forgot to ask. So just really quickly, going back to the Veterans' Preference item, I noticed in item number 5 we have listed the statutes, the relevant Florida statutes related to these requirements. I wanted to ask if the next time this was brought we can include the veterans' related statute, federally and state, when we're explaining that? I think that will help give us a picture of when HR says, we're meeting this, are we compliant with the statutes; not just, you know, we're making the process better?

And then the second question, same as Bob, but related to this overall is digital verification, now that we have this great HR Connect system, looking into the digital connection for identification of veterans. Because the VA and the federal system already has a lot of those opportunities instead of just a paper DD-214, which for some veterans can be

challenging to get.

MS. TYGHTER: Thank you.

MS. FERTIG: Okay. We are now on page 29, number 7, Employee Termination - System Access. I see in 14 of 23 instances the form was not completed. Were there questions on this particular finding?

(No response.)

MS. FERTIG: Okay. I'm going to go to number 8, Employee Records Storage.

We're back to the same thing, I just envision storage -- storage containers throughout the county, you know, we've storage facilities and we have a lot of boxes in it. And I actually know that's been true with some things over the years.

So as you're going to this new system can we assume that we could potentially be scanning records in and organizing them and maybe not have so much paper?

DR. LOZANO: So that's another tract the IT department is currently looking at, digitizing recordkeeping. So that's a process that's also underway right now, is moving to a digitized process for these records.

MS. FERTIG: And I have some familiarity with

the price of the storage of records when they're paper and I think it's kind of a national crisis, actually, because it's piled up, so to speak. But, I'm just wondering what the annual cost -- I know this is just -- you don't have to answer this, but what's the annual cost of doing this?

DR. LOZANO: I'm not sure the annual cost but that department has 11 employees that have to manually scan. When we get records requests, because we get thousands of records requests. When people want to purchase a home or this and that and need certain verifications, the number of records our HRSS department has to deal with, maintain, and then provide to other entities is astounding. And it's a definite human capital cost when it's a manual paper process versus having a digitized process for the storage of employee records.

MS. FERTIG: So you have as many people for that as you have for payroll. That's kind of an interesting thing. Okay. Yes.

MR. MAYERSOHN: So is -- is there a maximum statutory limitation on how long you have to keep a record?

DR. LOZANO: Yeah, there's different

classifications of records and there's different years for different types of records.

MR. MAYERSOHN: So have the ones that have expired, let's say it's 10 years for X, Y and Z, have they been purged?

DR. LOZANO: Correct. The district has a process to ensure that happens both at schools and in departments.

MS. FERTIG: Okay. All right. So you're on top of this. You're getting a new system, everything's going to be scanned and the next time we see a report we'll -- okay. Any other comments? Yeah, Mr. Gilbert.

MR. GILBERT: One comment before moving to the records retention. Kudos to you because what I did hear is that what you're doing is a big endorsement for us centralizing a lot of our processes. Because, of course, what we identified on the report was a result of the centralization of that process and then you internally identify those gaps, so, you know, thank you for that. That's letting us know that the process is working and it will be perfected by a centralized process. So that's a huge endorsement to that end.

Regarding the record retention, I know it's forthcoming, so have we started now at least scanning, a bridge, so when it is fully implemented, the in-process is implemented, the transfer can be as smooth versus, let's say, you're scanning for Microsoft but then you're transitioning it over into Apple? So do we have a complimenting process in that in preparation for the --

DR. LOZANO: So that's what the work group is working on right now, to talk about all those specific things to ensure it's a process we can implement that will account for those variabilities of different, you know, documents and different formats and things like that.

MR. GILBERT: Right.

DR. LOZANO: So that's the work group right now that's working on that. And they're also looking at that, I believe, for student records, as well. So it's a comprehensive process right now for both student records and employee records.

MR. GILBERT: Because, again, the size and scale of it, you know, it would be an exercise in futility if what you set up to transition is

noncompliant, they don't speak to each other. So I just want to make sure.

DR. LOZANO: 100 percent.

MR. GILBERT: Okay. Thank you.

DR. LOZANO: Appreciate that.

MS. FERTIG: Okay. Are we ready to transmit? You have recommendations; does someone have a motion? Yes.

MR. MAYERSOHN: Just one -- I'm ready to make a motion to transmit, but just one thing. I do want to thank Dr. Lozano for his diligence, his work, his efforts, all -- and, obviously, as your iteration as you went from A to where you are now, he's been very receptive off-line. Anything I need, any questions I've had, he's not strayed away from saying I can't answer that question, or even if he doesn't know the answer, I'll get somebody to work on it and it's done in a short period of time. So I just want to thank you for that and greatly appreciate it, so --

DR. LOZANO: Thank you.

MS. FERTIG: And to your team, too, and to Ms. Johnson, it's been great. Mark, these are two wonderful, these audits I think are really going to help the district.

MR. MAYERSOHN: So I'd like to make a motion to transmit.

MS. FERTIG: Okay.

MR. NAYLOR: Second.

MR. MAYERSOHN: Without any friendly amendments.

MS. FERTIG: Okay. All in favor of transmitting the Human Resources Function Internal Audit to the board please indicate by saying aye.

COMMITTEE MEMBERS: Aye.

MS. FERTIG: Opposed?

(No response.)

MS. FERTIG: Great. Thank you, Mr. Broline, Mr. Smith, everybody -- everybody from the departments. We are now going to move --

We are now going to move --

MR. BROLINE: You're welcome. Thank you for your time.

MS. FERTIG: Thank you. That was great. And especially, Mark, I mean these two on the same agenda I think was really helpful.

MR. MAGLI: It was a matter of circumstance, but they worked hard with our team and our team really worked to get this through to the end, so

I appreciate that.

MS. FERTIG: Okay. We have the Audit of the Internal Funds of Selected Schools. We are -- we have 40 minutes left and several items, so I'm just going to probably do the same thing with this report. There were exceptions on four locations; as I recall. Let me go to the actual page to make sure I'm right.

MR. MAGLI: Yes, ma'am, there were 40 audits conducted, four audit exceptions.

MS. FERTIG: And I just am going to just quickly call them out, ask if you have a question on that and then we will move on.

Glades Middle; anybody have a comment on that? If not, I have one question. Was there an explanation for how they happened to transfer funds from their account to Broward Education Foundation? And does that happen with other schools?

MR. MAGLI: I'll let Nakia answer that. But I have not seen that happen before, but I'll let her speak to it.

MS. GOULDBOURNE: Nakia Gouldbourne. They did explain that they had done an initial deposit to the vendor for the yearbooks but they had sold

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	DD. Chief Auditor
DEPARTMENT:	Auditing

Agenda Item Number:	DD-5.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Office of the Chief Auditor-Proposed Audit Plan for the 2026-2027 School/Fiscal Y
EXHIBITS FORTHCOMING

REQUESTED ACTION:

Receive and Approve the Office of the Chief Auditor - Proposed Audit Plan for the 2026-2027 School/Fiscal Year. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome (s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

Exhibits Forthcoming

FINANCIAL IMPACT:

The source of funds to perform these audits are the general fund budget allocation of the Office of the Chief Auditor.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 4: Accountability **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark Magli	Phone:	754-321-2400
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Magli, Chief Auditor

Signature

Mark Magli, Chief Auditor

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

Status:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	FF. Financial Management
DEPARTMENT:	Grants Administration

Agenda Item Number:	FF-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Grant Applications - Pre & Post-Submission

REQUESTED ACTION:

Approve the submission of the following grant applications. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

Executive Summaries

FINANCIAL IMPACT:

The positive financial impact is $30,000.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 3: School Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Angela R. Fulton	Phone:	754-321-2100
Name:	Romaneir Johnson	Phone:	754-321-1990

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jul 13, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Community Foundation of Broward - Mary M. Turner and Nancy M. France Fund Grant Applications

Board Meeting Date: July 28, 2026

Requested Action
Approve the post-submission Community Foundation of Broward - Mary M. Turner and Nancy M. France Fund Grant applications.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District 3 and 7	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the Board Votes "Yes":	• If this grant application is approved, awarded teachers will receive $12,000 in funding, per the table below, for educational projects.
If the Board Votes "No":	• If this grant application is not approved, awarded teachers will lose the opportunity to receive a total of $12,000 in funding for educational projects.
Alignment to 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Teachers have access to additional resources that will improve student academic and personal achievement.

Background/History
The Community Foundation of Broward, through the Mary M. Turner France and Nancy M. France Fund, has awarded grants to elementary and center school teachers in Pompano Beach for teacher-developed projects that improve student outcomes. All purchased instructional materials funded through this grant will comply with SBBC Policy 4140 Instructional Materials, which ensures that all non-state adopted instructional materials be evaluated by the school staff and approved by the Office of Academics, prior to purchase.

The Community Foundation of Broward - Mary M. Turner and Nancy M. France Fund Grant is a new and competitive grant for the 2026-2027 school year. Five schools have been awarded a total of $12,000 in funding. All elementary, middle and center schools located in the City of Pompano Beach were eligible to apply. The schools will manage their grant activities and funds. The schools awarded are as follows:

School	Principal	Project Total
Charles Drew Elementary – Grant 1	Rosheika Rolle	$1,500
Charles Drew Elementary – Grant 2	Rosheika Rolle	$1,500
Cypress Elementary	Claudine Dunbar-Creary	$1,500
Cypress Run Education Center – Grant 1	Wylie Howard	$1,500
Cypress Run Education Center – Grant 2	Wylie Howard	$1,500
Cypress Run Education Center – Grant 3	Wylie Howard	$1,500
Crystal Lake Middle	Valerie Harris	$1,500
Sanders Park Elementary Magnet	Kizzy Dailey	$1,500

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	N/A

Table B: Financial Impact, Funding Source, and Budget Status
This table summarizes the financial impact of the agenda item, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:
The positive financial impact is $12,000. The source of funds is the Community Foundation of Broward. There is no additional financial impact to the District.

Grant Budget Impact

Fiscal Year	History of Past Board Action	Date	Funding Source	Amount
FY26	New grant	7/28/2026	Community Foundation of Broward	$12,000
Total Grant Amount				**$12,000**

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Awarded schools will be positively impacted with additional funds for their educational projects.

School Selection/Prioritization	All elementary, middle and center schools located in the City of Pompano Beach were eligible to apply.
Community / Stakeholder Engagement	N/A
End User Input	N/A
Technology / Capital Expected Lifecycle / Replacement Cycle	N/A

Additional Backup: N/A

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

The Kemper Foundation's Read Conmigo School Impact Grant Application

Board Meeting Date: July 28, 2026

Requested Action
Approve the post-submission The Kemper Foundation's Read Conmigo School Impact Grant application.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District 3	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the Board Votes "Yes":	• If this grant application is approved, Cypress Elementary School will receive $10,000 in funding to support the school's Dual-Language Program.
If the Board Votes "No":	• If this grant application is not approved, Cypress Elementary School will lose $10,000 in funding to support the school's Dual-Language Program.
Alignment to 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Provide technology and additional resources for bilingual literacy instruction.

Background/History
The Kemper Foundation has awarded Cypress Elementary School a grant to support the school's Dual-Language Program through the purchase of iPads. By incorporating the iPads into the dual language classrooms, students will have access to interactive, dual-language reading applications that strengthen comprehension, vocabulary, and language skills in both English and Spanish. As well as providing access to new resources, encouraging collaboration, and allowing for individualized instruction that is tailored to each student's proficiencies.

The Kemper Foundation's Read Conmigo School Impact Grant is a new and competitive grant for the 2026-2027 school year. Title I K-8 schools with Dual Language Programs are eligible to apply. Cypress Elementary School has been awarded $10,000 in funding. This grant will be managed by the school. For more information, please contact Claudine Dunbar-Creary, Principal of Cypress Elementary School.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	N/A

Table B: Financial Impact, Funding Source, and Budget Status
This table summarizes the financial impact of the agenda item, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:
The positive financial impact is $10,000. The source of funds is The Kemper Foundation. There is no additional financial impact to the District.

Grant Budget Impact				
Fiscal Year	**History of Past Board Action**	**Date**	**Funding Source**	**Amount**
FY26	New grant	7/28/2026	The Kemper Foundation	$10,000
Total Grant Amount				**$10,000**

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Cypress Elementary School will be positively impacted with additional funds for their Dual-Language Program.
School Selection/Prioritization	Title I K-8 schools with Dual Language Programs are eligible to apply.
Community / Stakeholder Engagement	N/A
End User Input	N/A
Technology / Capital Expected Lifecycle / Replacement Cycle	N/A

Additional Backup: N/A

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Florida Blue Foundation & Florida Literacy Coalition - Health Literacy Grant Application

Board Meeting Date: July 28, 2026

Requested Action
Approve the post-submission Florida Blue Foundation & Florida Literacy Coalition - Health Literacy Grant application.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the Board Votes "Yes":	• If this grant application is approved, Community School South will receive $5,000 in funding to support the school's health literacy instruction.
If the Board Votes "No":	• If this grant application is not approved, Community School South will lose $5,000 in funding to support the school's health literacy instruction.
Alignment to 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Provide health literacy instruction for ESOL Integrated Education and Training Basic Healthcare pathway students.

Background/History
Awarded funding will support instructor training and project-based learning that builds practical health knowledge. Resources will also support community events such as Wellness Wednesdays and a Health and Wellness Career Fair. As well as transportation for hands-on learning experiences and fee coverage for guest speakers, trainers, and translators to ensure accessible, high-quality instruction for students. Together, these efforts will strengthen program delivery, expand community outreach, and help participants better navigate healthcare, understand preventive care, and explore health-related careers.

The Florida Blue Foundation & Florida Literacy Coalition - Health Literacy Grant is a new and competitive grant for the 2026-2027 school year. Government-based agencies that provide adult basic education/literacy, ESOL and/or family literacy instruction in Florida are eligible to apply. Community School South has been awarded $5,000 in funding. This grant will be managed by the school. For more information, please contact Brian Faso, Principal of Community School South.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	N/A

Table B: Financial Impact, Funding Source, and Budget Status
This table summarizes the financial impact of the agenda item, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:
The positive financial impact is $5,000. The source of funds is Florida Blue Foundation through the Florida Literacy Coalition. There is no additional financial impact to the District.

Grant Budget Impact				
Fiscal Year	**History of Past Board Action**	**Date**	**Funding Source**	**Amount**
FY26	New grant	7/28/2026	Florida Blue Foundation	$5,000
Total Grant Amount				**$5,000**

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Community School South will be positively impacted with additional funds for the health literacy program.
School Selection/Prioritization	Government-based agencies that provide adult basic education/literacy, ESOL and/or family literacy instruction in Florida are eligible to apply for the grant.
Community / Stakeholder Engagement	N/A
End User Input	N/A
Technology / Capital Expected Lifecycle / Replacement Cycle	N/A

Additional Backup: N/A

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Blooming Prairie Foundation Grant Application

Board Meeting Date: July 28, 2026

Requested Action
Approve the post-submission the Blooming Prairie Foundation Grant application.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District 1	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the Board Votes "Yes":	• If this grant application is approved, Hallandale High School will receive $2,000 in funding to support the school's hydroponic gardening project.
If the Board Votes "No":	• If this grant application is not approved, Hallandale High School will lose $2,000 in funding to support the school's hydroponic gardening project.
Alignment to 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Provide hands-on learning experiences through the school's hydroponic garden.

Background/History
The Blooming Prairie Foundation has awarded Hallandale High School a grant to support the implementation of its "From Classroom to Hydro Harvest Gardening" project. Grant funds will be used to purchase and install a hydroponic gardening system, including vertical growing towers, reservoirs, grow trays, net pots, growing medium, LED grow lights, pumps, aeration systems, timers, nutrient solutions, and water monitoring tools. These resources will provide students with hands-on learning opportunities that integrate STEM concepts, environmental science, horticulture, and sustainability through the cultivation of fresh produce in a soil-free growing environment. The project will help students develop an understanding of sustainable food production, plant biology, and water conservation while promoting healthier nutritional habits through the harvesting and consumption of home-grown fruits, vegetables, and herbs.

The Blooming Prairie Foundation Grant is a new and competitive grant for the 2026-2027 school year. Any applicant with 501(c)(3) status or IRC 7871 tax exemption were eligible to apply. Hallandale High School has been awarded $2,000 in funding. This grant will be managed by the school. For more information, please contact Paula Peters, Principal of Hallandale High School.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	N/A

Table B: Financial Impact, Funding Source, and Budget Status
This table summarizes the financial impact of the agenda item, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:
The positive financial impact is $2,000. The source of funds is the Blooming Prairie Foundation. There is no additional financial impact to the District.

Grant Budget Impact				
Fiscal Year	**History of Past Board Action**	**Date**	**Funding Source**	**Amount**
FY26	New grant	7/28/2026	Blooming Prairie Foundation	$2,000
Total Grant Amount				**$2,000**

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Hallandale High School will be positively impacted with additional funds for their hydroponic gardening project.
School Selection/Prioritization	Any applicant with 501(c)(3) status or IRC 7871 tax exemption were eligible to apply.
Community / Stakeholder Engagement	N/A
End User Input	N/A
Technology / Capital Expected Lifecycle / Replacement Cycle	N/A

Additional Backup: N/A

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Educational Theatre Foundation's Thespian Growth & Excellence Grant Application

Board Meeting Date: July 28, 2026

Requested Action
Approve the post-submission Educational Theatre Foundation's Thespian Growth & Excellence Grant application.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District 7	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the Board Votes "Yes":	• If this grant application is approved, Deerfield Beach High School will receive $1,000 in funding to support the school's theatre program.
If the Board Votes "No":	• If this grant application is not approved, Deerfield Beach High School will lose $1,000 in funding to support the school's theatre program.
Alignment to 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Provide support for production expenses for the school's theatre program, including scripts and performance rights.

Background/History
Awarded grant funds will support the continued growth of the Deerfield Beach High School's theatre program by ensuring access to high-quality scripts and performance rights for multiple student productions throughout the school year. As the program reestablishes itself, these funds will provide essential resources that allow students to fully engage in meaningful, standards-aligned performing arts experiences, including mainstage productions, a one-act, and a dinner theatre. This grant will play a critical role in removing barriers, enabling the program to expand student participation, enhance production quality, and build a sustainable foundation for long-term success.

The Educational Theatre Foundation's Thespian Growth & Excellence Grant is a new and competitive grant for the 2026-2027 school year. Any EdTA member (individual or Thespian troupe director) are eligible to apply. Deerfield Beach High School has been awarded $1,000 in funding. This grant will be managed by the school. For more information, please contact Jon Marlow, Principal of Deerfield Beach High School.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	N/A

Table B: Financial Impact, Funding Source, and Budget Status
This table summarizes the financial impact of the agenda item, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:
The positive financial impact is $1,000. The source of funds is the Educational Theatre Foundation. There is no additional financial impact to the District.

Grant Budget Impact				
Fiscal Year	**History of Past Board Action**	**Date**	**Funding Source**	**Amount**
FY26	New grant	7/28/2026	Educational Theatre Foundation	$1,000
Total Grant Amount				**$1,000**

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Deerfield Beach High School will be positively impacted with additional funds for their theatre program.
School Selection/Prioritization	Any EdTA member (individual or Thespian troupe director) are eligible to apply.
Community / Stakeholder Engagement	N/A
End User Input	N/A
Technology / Capital Expected Lifecycle / Replacement Cycle	N/A

Additional Backup: N/A

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Change Order #10 - Boyd Anderson HS, P.001846

REQUESTED ACTION:

Approve Change Order #10 granting 1,088 additional calendar days. District 5

RATIONALE:

For the Requested Action(s), Background/History, Alignment to 2027 Goals and Guardrails, Measurable Outcomes/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

Executive Summary
Change Order
Time Impact Analysis (TIA)
Approved COI Log
Collaboration Form

FINANCIAL IMPACT:

There is no financial impact to the current project budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark D. Dorsett	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Operations Officer - Task Assigned

Signature

Mark Dorsett, Chief Operations Officer - Task Assigned Jul 14,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark D. Dorsett
Title: Chief Operations Officer – *Task Assigned*
Phone: 754-321-2659

EXECUTIVE SUMMARY

Change Order #10 - Boyd H. Anderson HS, P.001846

MASTER PROJECT SUMMARY

Total Project Budget

Original D.E.F.P. Budget: $	**5,274,000**
Approved Add. Funding:$	5,425,764
(JJ-1, 10/20/20); (JJ-1, 12/13/22); (JJ-4, 08/08/23); (JJ-4, 02/21/24); (JJ-5, 04/16/24); (JJ-9, 09/10/24); (JJ-8, 03/10/26)	
New Funding Request: $	0
Current Revised Budget: $	**10,699,764**

Total Project Schedule Summary

-Notice to Proceed: 03/03/2021

-Current Planned Substantial Completion: 01/31/2027

-Current Planned Final Completion: 03/02/2027

Change Order Analysis

Consultant Error	1.28%
Consultant Omission	0.03%
Owner's Request	- 0.67%
Unforeseen	10.31%
Tax Savings from DOP	0.00%
Total	10.95%

Board Meeting Date: July 28, 2026

Recommended Action

Approve Change Order #10 which includes 1,088 days.

District-zone Impact: District 5

Impact if the Board Voted Yes or No

-If the Board votes "Yes": The Contractor will be granted 1,088 days of delays that were beyond its control.

-If the Board votes "No": The Contractor will be unfairly assessed for delays and subject to possible liquidated damages.

Construction Contract Summary:

ORIGINAL BASE CONTRACT:	$	7,683,274.87	600 Days
DIRECT OWNER PURCHASE(S):	$	(1,173,479.93)	0 Days
PREVIOUSLY APPROVED CO'S:	$	801,285.58	145 Days
CURRENT CO REQUEST:	$	0.00	1,088 Days
CURRENT REVISED CONTRACT:	$	**7,311,080.52**	**1,833 Days**

Status of Work:

The construction phase is 98% complete. The project is expected to achieve Substantial Completion by January 31, 2027, and Final Completion by March 02, 2027. This is not the final change order for this Project.

Background/History
The scope of work for this project includes safety and security upgrades, ADA restroom renovation, STEM lab improvements, and building envelope improvements.

Change Order Items:
Item #1 – (COI #55) Time Extension Request Due to Canopy for Walkway and E-Curbs: During construction, the Contractor issued a Request for Information (RFI) to resolve a conflict between the conduit and lightweight concrete at Building 2's canopy. Additionally, the RFI's that were issued to address the concealed conditions on Building 6 required AE-directed adjustments. The Architect's subsequent fluid-applied roofing directive, combined with unexpected site conditions and a revised roof directive in Building 6, disrupted the work sequence and delayed substantial completion. (Consultant Error - $0.00; Add 1,088 Days)

Action Plan:
This change order has been reviewed for entitlement by AECOM. The above-referenced Change Order Item, COI #55 was recommended for approval by the Change Order Review Panel (CORP). **This change order is being presented to the School Board for approval because the Superintendent's cumulative change order approval limit (10 percent of the Board approved construction contract) under Policy 8000 has been reached.**

The request for additional time is supported by a Time Impact Analysis (TIA), which has been analyzed and recommended for approval by an Independent Claims Analyst Forensic Scheduler. See Exhibit 3 – Time Impact Analysis (TIA).

The Contractor requested a 1,008-day extension based on a broad grouping of delays, but an independent Time Impact Analysis found that this approach did not accurately reflect the delays that actually controlled project completion; instead, the reviewer applied a critical path analysis and determined that two design-related delay paths - Building 2 canopy and Building 6 E-curbs - continuously drove the schedule through March 2026, resulting in a total impact of 1,088 days, meaning the additional 80 days reflects a more accurate, fully supported measurement of the time the project was actually delayed.

Alignment to 2027 Goals and Guardrails
Business Operations.

Measurable Outcome(s)/Return on Investment
There is no measurable outcome or return on investment associated with this item. This item ensures that the Contractor is granted days for delays that were beyond its control.

Financial Impact
There is no financial impact to the current project budget.

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, FL 33311 **(754) 321-1500**

Document 01250g (00 63 63)-Construction Change Order-Item # 55

Facility Name:	Boyd H. Anderson High School	Date:	04.02.2026
Project Name:	Boyd Anderson HS - SMART Program Renovation	Project #	P.001846
Location No:	1741		
Contractor:	WEST CONSTRUCTION, INC. 820 N 4TH ST LANTANA,FL 33462	Reference Letter Dated:	

Description of Change:
Time extension request.

Attachments:

Reason For Change:
Existing rooftop utilities necessitated a change to the original design of the roofing system to maintain warrantable conditions.

Summary:
Total Credits and/or Added Costs: Add: $0.00
Deduct:

The Contract Time will be Increased by: 1088 Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Lourdes Solera 05.18.2026	Mike Lilly 05.20.2026	Chris Schiappa 05.21.2026
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Lourdes Solera	Mike Lilly	Chris Schiappa
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
M.C. HARRY AND ASSOCIATES, INC.	WEST CONSTRUCTION, INC.	AECOM
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☐ Yes ☒ No

FOR OFFICE USE ONLY

Direct Owner Purchase (DOP)

☐Owner's Request ☐Unforeseen ☒Consultant Error ☐Consultant Omission ☐Direct Owner Purchase ☐Tax Savings

AECOM

Established 1915
BROWARD
County Public Schools

Time Impact Analysis Review

Project: P.001846, Boyd Anderson HS - SMART Program Renovation

Reference: PCO # 55

March 31, 2026

Delivering a better world

Quality information

Prepared by	Checked by	Verified by	Approved by
Max Salas Project Controls Analyst		Clay McKenna Project Controls Manager	

Revision History

Revision	Report date	Details
00	10-Mar-26	Initial Report
01	31-Mar-26	Responsibility assignment

1. Project Information

Project Details	
Owner:	Broward County Public School District
Project Number:	P.001846
School:	Boyd H. Anderson High School
Contractor:	WEST CONSTRUCTION, INC.
Architect/Engineer (A/E):	M.C. HARRY AND ASSOCIATES, INC.
Contract Details	
Scope of Work:	Roofing, ADA Restroom Renovation, STEM Lab Renovations, Safety and Security Upgrade
Project NTP Date:	3-Mar-21
Period of Performance:	600 Calendar Days
Original SC Date:	24-Oct-22
Approved Time Extensions:	145
Current SC Date:	18-Mar-23
Time Impact Analysis (TIA) Details	
TIA Subject:	PCO-55 Time Extension Request
Date Submitted by Contractor:	30-Jan-26
Recommendation	
Acceptance/Rejection:	Accepted

Table 1 Project Information

2. Executive Summary

2.1 PCO 55

The Contractor submitted PCO-55 on 30-Jan-26 requesting a 1008-day extension to Substantial Completion (SC) due to multiple delays spanning the full project duration, including, among others, Canopy for walkways - Building 2 and Building 6 E-Curbs, which impacted the overall schedule.

2.2 Analyst Recommendation

The Analyst reviewed the TIA submitted with PCO-55 along with project records, conducted an independent TIA, and recommends,

- Granting an excusable, non-compensable time extension of 1088 days to the Substantial Completion (SC) date;
- Adjusting Final Completion (FC) to 30 days following SC;
- Not granting compensation for General Conditions.

The breakdown of responsibility for this time extension is as follows:

Delay Event	Days	Responsibility
Canopy for walkways - Building 2 and Building 6 E-Curbs (parallel events)	1088	**AE**

2.3 Justification for Recommendation

2.1 **Canopy for walkways - Building 2** (RFI #67, RFI #73, RFI #76, ASI #PC3, PCO #45)**:** This sequence of delay events begins with RFIs addressing conduit/LWC conflicts at the Building 2 canopy, followed by the AE's fluid-applied roofing directive in ASI #PC3, and finally the monetary closure in PCO #45. The entire sequence is on the critical path and a key driver of the SC, and therefore delayed the Substantial Completion by 1088 days. This is an AE delay, as determined by the ORPM, because the original design did not fully resolve coordination requirements between canopy system and roof assembly, which required a revised design.

2.2 **Building 6 E-Curbs** (RFI #37, RFI #75, RFI #92, ASI #21, PCO #49)**:** This sequence of delay events begins with RFIs addressing the concealed conditions on Building 6 (drains, stands, pitch pockets, flashing), followed by the AE's recovery-roof directive in ASI #21, and finally the monetary closure in PCO #49. The entire sequence is on the critical path and a key driver of the SC, and therefore delayed the Substantial Completion by 1088 days. This is an AE delay, as determined by the ORPM, because resolving the uncovered field conditions required AE-directed adjustments to the roof assembly and curb details to align with the final design. This runs in parallel with the delay described in 2.1.

2.3 The parallel delay windows, Building 2 Canopy and Building 6 E-Curbs, began before the current contractual Substantial Completion date of 18-Mar-23 and remained unresolved, critical, and driving the project until their monetary closures on 10-Mar-26, the scheduled Board approval date of the related PCOs, making them the two longest and most impactful drivers of the Substantial Completion.

2.4 All other delays mentioned in the Contractor's narrative were excluded from the analysis, as they fall inside the current contractual window, and the few that extend beyond that also fall within the critical path already captured in this analysis. Without contractor-submitted proof of independent critical impact, no additional time can be justified for these other delays.

2.5 AECOM does not recommend defining any delays mentioned above as compensable based on Article 6.05 of the Project Manual which was incorporated into the Construction Contract. The

contract is subject to a no damage for delay clause which is enforceable except in the case of fraud, bad faith or active interference by the Owner which is not the cause of the delay in question.

3. Background & Submission

3.1 Project Background

1. NTP was issued on 3-Mar-21. The original contract duration was 600 days from NTP to SC, and an additional 30 days from SC to FC, which is 630 days in total. A 145-day time extension was previously approved via CO #1.

3.2 Delay Timelines

1. Canopy for walkways - Building 2

a. 09-Oct-23 RFI #67 Submitted

b. 17-Nov-23 RFI #73 Submitted

c. 28-Feb-24 RFI #76 Submitted

d. 18-Apr-24 ASI #PC3 Permitted - ISS #25412

e. 10-Mar-26 PCO #45 Approval

2. Building 6 E-Curbs

a. 20-May-22 RFI #37 Submitted

b. 15-Feb-24 RFI #75 Submitted

c. 26-Mar-25 ASI #21 Permitted - ISS #27605

d. 09-Apr-25 RFI #92 Submitted

e. 10-Mar-26 PCO #49 Approval

3.3 Summary of Contractor’s TIA

1. PCO-55 alludes to several delays that have impacted Substantial Completion by 1008 days, from 18-May-23 to 19-Dec-25:
2. TIME PERIOD 1
   a. Addendum Revision
   b. Roofing Binder
   c. Fire Alarm Review
3. TIME PERIOD 2
   a. Building 5 (approved via CO #1)
   b. Tectum deck replacement (RFI #39, ASI #8, PCO #4)
   c. Metal Deck Building 3 (RFI #34, PCO #16)
4. TIME PERIOD 3
   a. Canopy for walkways - Building 2 (RFI #67, RFI #73, RFI #76, ASI #PC3, PCO #45)
   b. Building 6 E-Curbs (RFI #37, RFI #75, RFI #92, ASI #21, PCO #49)

3.4 Files Reviewed

List of files reviewed for this report's analysis

- Baseline (25-Jun-21)
- Time Delay Narrative PCO 55
- PCO 55 Pre-impact Schedule 25-Jun-21
- Boyd H. Anderson HS NTP
- Monthly Project Update narratives
- PCO 55 Post-impact scheduled 31-Dec-25

4. Analysis

4.1 Quantitative

1. As the Reviewer was not able to validate the TIA submitted by the Contractor, an independent TIA was performed by the Reviewer.
2. PCO-55 includes numerous delays spanning the full project duration, resulting in an over-aggregated delay package submission that makes traditional fragnet-based review infeasible. Given the absence of usable pre-impact updates and the scale of overlapping issues, the only defensible approach was to construct a high-level longest-path Primavera (P6) Delay Impact Model incorporating all major delays to determine the impact to Substantial Completion.
3. The P6 model serves as the backbone of this alternative method by consolidating every documented delay into a single logical Gantt chart, allowing an assessment of which delays are the key drivers of Substantial Completion.
4. The P6 model exposed two parallel delay paths as the longest and key drivers of the Substantial Completion:
    a. **Canopy for walkways - Building 2** (RFI #67, RFI #73, RFI #76, ASI #PC3, PCO #45): This sequence of delay events begins with RFIs addressing conduit/LWC conflicts at the Building 2 canopy, followed by the AE's fluid-applied roofing directive in ASI #PC3, and finally the monetary closure in PCO #45.
    b. **Building 6 E-Curbs** (RFI #37, RFI #75, RFI #92, ASI #21, PCO #49): This sequence of delay events begins with RFIs addressing the concealed conditions on Building 6 (drains, stands, pitch pockets, flashing), followed by the AE's recovery-roof directive in ASI #21, and finally the monetary closure in PCO #49.
5. The parallel delay paths, Building 2 Canopy and Building 6 E-Curbs, began before the current contractual Substantial Completion date of 18-Mar-23 and remained unresolved, critical, and driving the project until their monetary closures on 10-Mar-26, the scheduled Board approval date of their corresponding PCOs, making them the two longest and most impactful drivers that extended the Substantial Completion by 1088 days.

4.2 Responsibility Matrix

PCO#	AE	Owner	Contractor	Net Impact
PCO-55	1088	0	0	1088

Table 2 Matrix

5. Definition

1. The term “longest-path” is defined as the interconnected chain of critical activities in which the total duration of that path is longer than any other path. For continuity of understanding across all present and forthcoming parties to view this document, the term “critical” will be used as the short form of the term “longest path.”
2. The term “unimpacted schedule” can be defined as the “base” schedule or latest Owner-accepted schedule prior to the start of the subject delay event.
3. The term “Excusable Delays” is defined as delays that are unforeseeable and beyond the control of the Contractor.
4. The term “Non-Excusable Delays” is defined as delays that are foreseeable or within the Contractor's control.
5. The term “days” refers to calendar days unless otherwise specified.

6. Disclaimer

This review is intended to be in accordance with specification section 01 32 16 Construction Schedule Critical Path Method-CPM and section 01 26 00 Change Modification Procedures of the contract documents. This review does not include verification of compliance with contractual instruments or any other management operations related Change modification procedures. This review is not intended in any way to conflict with or misconstrue the program’s management or contractual instruments or processes for settling cost or time changes. This review does not include verification of the program’s change modification procedures. The findings, data, and recommendation contained in this review letter does not include or guarantee compliance with any local or international building code, or any validation that any referenced design is compliant with any engineering or architectural standards (building, structural, roofing, electrical, mechanical, plumbing, or any other construction discipline); this is the responsibility of the Owner and Authorities Having Jurisdiction. Any project delays, past, concurrent to, or future, other than the subject delay being reviewed herein, reflected in the Contractor’s construction schedule are not approved or accepted as a result of comments or the recommendations contained throughout this review document. This review is intended to be independent in methodology and based on industry recommended practices for Time Impact Analysis, while also in orchestration with the stipulations and objectives of the above referenced program. AECOM notes that the analysis and report is quantitative in approach, not qualitative. Thus, any anecdotal reasoning or information that is counter to or outside of AECOM’s independent investigation, or counter to the recommendation contained herein, AECOM reserves the right to consider those at a later time.

Appendix A

A.1 Primavera (P6) Delay Impact Model 10-Mar-26

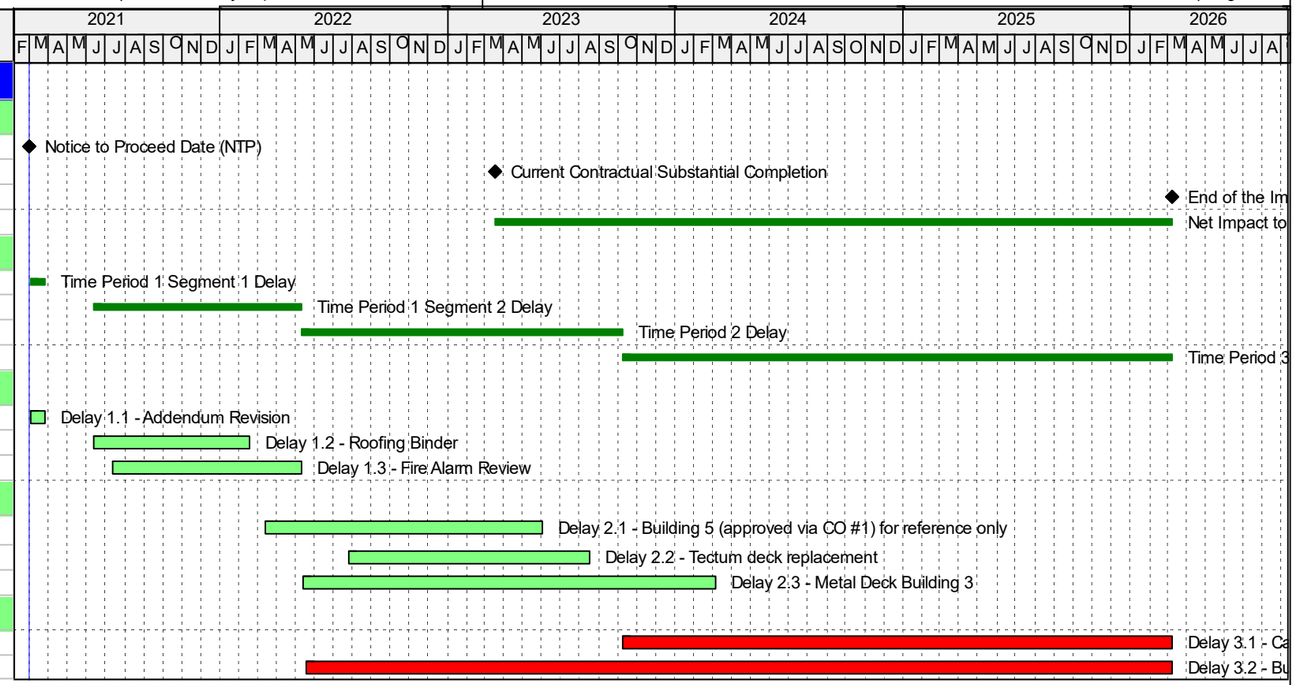
Prepared by:

AECOM
Max Salas AECOM
cc: PPM Project Controls Group East Region
aecom.com

Copyright © 2024 by AECOM

All rights reserved. No part of this copyrighted work may be reproduced, distributed, or transmitted in any form or by any means without the prior written permission of AECOM.

Activity ID	Activity Name	Duration	Start	Finish
P.001846 Boyd Anderson HS | PCO-55 Delay Impact Model				
Milestones				
A1110	Notice to Proceed Date (NTP)	0d	01-Mar-21	
A1120	Current Contractual Substantial Completion	0d		18-Mar-23*
A1130	End of the Impact to the Substantial Completion	0d		10-Mar-26
A1140	Net Impact to Substantial Completion	1089d	18-Mar-23	10-Mar-26
Delay Summary				
A1070	Time Period 1 Segment 1 Delay	23d	03-Mar-21	25-Mar-21
A1080	Time Period 1 Segment 2 Delay	335d	11-Jun-21	11-May-22
A1090	Time Period 2 Delay	515d	12-May-22	08-Oct-23
A1100	Time Period 3 Delay	884d	09-Oct-23	10-Mar-26
Time Period 1 Delays				
A1000	Delay 1.1 - Addendum Revision	23d	03-Mar-21*	25-Mar-21
A1010	Delay 1.2 - Roofing Binder	251d	11-Jun-21*	16-Feb-22
A1020	Delay 1.3 - Fire Alarm Review	303d	13-Jul-21*	11-May-22
Time Period 2 Delays				
A1025	Delay 2.1 - Building 5 (approved via CO #1) for reference only	444d	15-Mar-22*	01-Jun-23
A1030	Delay 2.2 - Tectum deck replacement	387d	27-Jul-22*	17-Aug-23
A1040	Delay 2.3 - Metal Deck Building 3	663d	13-May-22*	05-Mar-24
Time Period 3 Delays				
A1050	Delay 3.1 - Canopy for walk ways Building 2	884d	09-Oct-23*	10-Mar-26
A1060	Delay 3.2 - Building 6 E-Curbs	1391d	20-May-22*	10-Mar-26



Approved Change Order Item Log

Project Number	Project Name	Item #	Board Date	Change Order Amount	Days Extended	Percent Change	Contractor	Reason	Description	Original Contract Amount	Actual Start
Change Order: 1				**$ 614,015.00**	**145**	**7.99%**					
P.001846	Boyd H. Anderson HS - SMART Program Renovations	4	12.13.22	$ 287,810.00	0	3.75%	West Construction, Inc.	Unforeseen	The Contractor is to provide labor, materials and equipment to removal existing LWIC down to existing metal deck and install new roofing. Building 1 consists of classrooms and Building 2 consists of auditorium, gym and classrooms.	$ 7,683,274.87	03.03.2021
P.001846	Boyd H. Anderson HS - SMART Program Renovations	5	12.13.22	$ 326,205.00	145	4.25%	West Construction, Inc.	Unforeseen	The Contractor is to provide additional labor and material to perform second roof demolition, install temporary membrane, and saw cut existing LWIC to facilitate removal on Building 5 which consists of classrooms.	$ 7,683,274.87	03.03.2021
Change Order: 2				**$ 121,849.00**	**0**	**1.59%**					
P.001846	Boyd H. Anderson HS - SMART Program Renovations	6	08.08.2023	$ 119,571.00	0	1.56%	West Construction, Inc.	Unforeseen	During construction, it was discovered that elevated levels of moisture in the roofing system have led to failures in the tectum decking. Therefore, the Contractor is to provide labor, material, and equipment to remove approximately 7,075 sq. ft. of existing tectum roof decking at Building 2 and replace it with metal decking.	$ 7,683,274.87	03.03.2021
P.001846	Boyd H. Anderson HS - SMART Program Renovations	14	08.08.2023	$ 2,278.00	0	0.03%	West Construction, Inc.	Consultant Omission	The permitted plans showed a new door leading to the teacher's workstation in Room 234 that would necessitate demolishing the existing school lockers. Demolishing the lockers was not the intent of the original scope of work. Therefore, the door opening and teacher workstation are to be relocated by the Contractor.	$ 7,683,274.87	03.03.2021
Change Order: 3				**$ 33,071.00**	**0**	**0.43%**					
P.001846	Boyd H. Anderson HS - SMART Program Renovations	16	02.21.2024	$ 33,071.00	0	0.43%	West Construction, Inc.	Unforeseen	During construction, it was discovered the existing condition revealed corrosion resulting in necessary metal deck replacement. Therefore, the Contractor is to provide labor, material and equipment for metal deck replacement in Building 3.	$ 7,683,274.87	03.03.2021
Change Order: 4				**$ 5,191.96**	**0**	**0.07%**					
P.001846	Boyd H. Anderson HS - SMART Program Renovations	7	04.16.2024	$ 15,307.44	0	0.20%	West Construction, Inc.	Unforeseen	During construction, an additional existing resilient flooring was discovered underneath the carpet which was to be removed and replaced with new flooring. The resilient floor had to be removed to prepare the slab for the new resilient flooring. In order to do so, the Contractor had to grind off excess adhesive and patch floor slab to receive the new flooring. Therefore, the Contractor is to provide labor, material and equipment to remove existing adhesive from existing additional resilient flooring underneath carpet.	$ 7,683,274.87	03.03.2021
P.001846	Boyd H. Anderson HS - SMART Program Renovations	10	04.16.2024	$ (13,043.48)	0	-0.17%	West Construction, Inc.	Owner's Request	The initial scope called for a health and wellness circulation desk which is no longer required as the work was completed by the Furniture, Fixtures and Equipment Group (FF&E).	$ 7,683,274.87	03.03.2021
P.001846	Boyd H. Anderson HS - SMART Program Renovations	29	04.16.2024	$ 2,928.00	0	0.04%	West Construction, Inc.	Owner's Request	At the request of the Owner, additional horn strobe to the fire alarm is to be installed in the aviation lab. Therefore, the Contractor is to provide labor, material, and equipment to install additional horn strobe to the fire alarm.	$ 7,683,274.87	03.03.2021
Change Order: 5				**$ 642.40**	**0**	**0.01%**					
P.001846	Boyd H. Anderson HS - SMART Program Renovations	27	06.18.2024	$ 642.40	0	0.01%	West Construction, Inc.	Unforeseen	During construction it was discovered that there were rotting wooden boards that require replacement. The Contractor is to provide labor, material and equipment to remove and replace fascia boards on the roof of Building 10.	$ 7,683,274.87	03.03.2021
Change Order: 6				**$ 15,368.00**	**0**	**0.20%**					
P.001846	Boyd H. Anderson HS - SMART Program Renovations	2	09.10.2024	$ 4,716.00	0	0.06%	West Construction, Inc.	Consultant Error	A panel was removed during demolition, it was later discovered that electricity is needed in the area which was not originally shown in the plans. The Contractor is to provide labor, material and equipment to install electricity from the new panel.	$ 7,683,274.87	03.03.2021
P.001846	Boyd H. Anderson HS - SMART Program Renovations	13	09.10.2024	$ 1,363.00	0	0.02%	West Construction, Inc.	Owner's Request	Due to unforeseen HVAC ductwork in ceiling the ceiling, boxes had to be lowered. Therefore, the Contractor is to provide labor, material and equipment to relocate ceiling boxes into new revised ceiling in the restroom.	$ 7,683,274.87	03.03.2021
P.001846	Boyd H. Anderson HS - SMART Program Renovations	28	09.10.2024	$ 9,289.00	0	0.12%	West Construction, Inc.	Unforeseen	During construction it was discovered that there are water pipes and electrical lines that are located on top of the canopy walkway roof. It became necessary to relocate the existing piping to accommodate new roof elevations from reroofing. Therefore, the Contractor is to provide labor, material and equipment to relocate plumbing lines on top of canopy walkways.	$ 7,683,274.87	03.03.2021
Change Order: 7**				**$ 39,372.11**	**0**	**0.51%**					
P.001846	Boyd H. Anderson HS - SMART Program Renovations	49	Pending Board Approval **WITHDRAWN**	$ 39,372.11	0	0.51%	West Construction, Inc.	Consultant Error	The current mounting system for the disconnect switches at Building 6 utilizes u-shaped, perforated Unistrut stands, which are susceptible to water intrusion. The existing perforation design precludes the correct installation of flashing as detailed in the initial construction documents, potentially voiding the 20-year roof warranty. The recommended solution was the use of E-curbs, which provide a watertight seal and are covered under the roof assembly warranty	$ 7,683,274.87	03.03.2021
Change Order: 8				**$ 54,029.56**	**0**	**0.70%**					

P.001846	Boyd H. Anderson HS - SMART Program Renovations	45	03.10.2026	$ 13,646.31	0	0.18%	West Construction, Inc.	Consultant Error	During the plan review process, the lightweight concrete option was replaced with a liquid applied membrane due to a conflict between the originally proposed lightweight concrete flashing and the existing conduits. It was determined that implementing a liquid membrane roofing system would resolve the flashing issue while preserving the roofing warranty. Accordingly, the Contractor is required to furnish all labor and materials necessary for the installation of the liquid applied membrane roofing system.	$ 7,683,274.87	03.03.2021
P.001846	Boyd H. Anderson HS - SMART Program Renovations	49	03.10.2026	$ 40,383.25	0	0.53%	West Construction, Inc.	Consultant Error	The current mounting system for the disconnect switches at Building 6 utilizes u-shaped, perforated Unistrut stands, which are susceptible to water intrusion. The existing perforation design precludes the correct installation of flashing as detailed in the initial construction documents, potentially voiding the 20-year roof warranty. The recommended solution was the use of E-curbs, which provide a watertight seal and are covered under the roof assembly warranty	$ 7,683,274.87	03.03.2021
Change Order: 9 (SCO)				**$ (42,881.34)**	**0**	**-0.56%**					
P.001846	Boyd H. Anderson HS - SMART Program Renovations	51	05.12.2026	$ (42,881.34)	0	-0.56%	West Construction, Inc.	Owner's Request	It was determined that the existing light weight concrete on the roof was compliant with requirements and in good condition, as it met the 1/4" roof slope, eliminating the need to pour new light weight concrete, as per approved ASI #21. Credit for lightweight concrete not needed on Bldg. 6 roof.	$ 7,683,274.87	03.03.2021
Change Order: 10 (SCO)				**$ -**	**1,088**	**0.00%**					
P.001846	Boyd H. Anderson HS - SMART Program Renovations	55	Pending Board Approval	$ -	1,088	0.00%	West Construction, Inc.	Consultant Error	During construction, the Contractor issued a Request for Information (RFI) to resolve a conflict between the conduit and lightweight concrete at Building 2's canopy. The Architect's subsequent fluid-applied roofing directive, combined with unexpected site conditions and a revised roof directive in Building 6, disrupted the work sequence and delayed substantial completion.	$ 7,683,274.87	03.03.2021
Grand Totals:				**$ 801,285.58**	**1,233**	**10.43%**					

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Change Order #10
WEST CONSTRUCTION, INC.
Boyd H. Anderson High School
P.001846

School Board Meeting: 07.28.2026

The financial impact of this item is $0.00.

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is no impact to the project budget.

Department Name	Department Head
Capital Budget	Omar Shim, Director of Capital Budget

Omar Shim - 06/15/2026
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-2.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Change Order #12 - Coral Springs MS, P.001979

REQUESTED ACTION:

Approve additional funding in the amount of $27,705 and approve Change Order #12 in the amount of $6,164.83. District 4

RATIONALE:

For the Requested Action(s), Background/History, Alignment to 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Change Order
- Approved COI Log
- Collaboration Form

FINANCIAL IMPACT:

$6,164.83 change order requiring $27,705 additional funding from the Capital Projects Reserve, increasing the project budget from $21,386,229 to $21,413,934.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark D. Dorsett	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Operations Officer - Task Assigned

Signature

Mark Dorsett, Chief Operations Officer - Task Assigned Jul 14,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark D. Dorsett
Title: Chief Operations Officer – *Task Assigned*
Phone: 754-321-2659

EXECUTIVE SUMMARY

Change Order #12 - Coral Springs MS, P.001979

Board Meeting Date: July 28, 2026

Recommended Action
Approve additional funding in the amount of $27,705 and approve Change Order #12 in the amount of $6,164.83.

District-zone Impact: District 4

Impact if the Board Voted Yes or No:
-If the Board votes "Yes": The Contractor will be compensated for additional work that was required to connect hot water and a new drain line to the new kitchen exhaust hood.
-If the Board votes "No": A delay in the approval of this item may adversely affect ongoing work and scheduled inspections.

MASTER PROJECT SUMMARY

Total Project Budget

Original D.E.F.P. Budget:	**$**	**10,502,000**
Approved Add. Funding:	$	10,884,229
(JJ-22, 04/19/22); (Item 27, 07/30/24); (JJ-10, 08/21/24); (JJ-8, 02/19/25); (JJ-9, 08/19/25); (JJ-3, 09/16/25); (JJ-8, 03/10/26); (JJ-3, 04/07/26); (JJ-2, 05/05/26)		
New Funding Request:	$	27,705
Current Revised Budget:	**$**	**21,413,934**

Total Project Schedule Summary
-Notice to Proceed: 07/05/2022

-Current Projected Substantial Completion Date: 11/30/2027

-Current Projected Final Completion Date: 12/30/2027

Change Order Analysis

Consultant Error	0.41%
Consultant Omission	0.99%
Owner's Request	0.06%
Unforeseen	17.93%
Tax Savings from DOP	0.00%
Total	**19.39%**

Construction Contract Summary:

ORIGINAL BASE CONTRACT:	$	15,561,967.00	730 Days
DIRECT OWNER PURCHASE(S):	$	(2,867,805.16)	0 Days
PREVIOUSLY APPROVED CO'S:	$	3,011,371.63	334 Days
CURRENT CO REQUEST:	$	6,164.83	0 Days
CURRENT REVISED CONTRACT:	$	**15,711,698.30**	**1,064 Days**

Status of Work:
The construction phase is 95% complete. The project is expected to achieve Substantial Completion by November 30, 2027, and Final Completion by December 30, 2027. This is not the final change order for this Project.

Background/History
The scope of work for the project includes HVAC improvements, media center improvements, and building envelope improvements.

Change Order Items:
Item #1 – (COI #50) Installation of Hot Water and Sanitary Drain Connections: Due to the new kitchen hood design, hot water supply and drain connections are now required. The Contractor shall furnish all necessary labor, materials, and equipment to successfully install and connect both the hot water and new drain lines to the new exhaust hood. (Consultant Omission – $6,164.83; Add 0 Days)

Other Item:
Item #1 – Additional Funding Request: This item requests an allocation of $27,705 from the Capital Projects Reserve to ensure adequate funding for the expedited approval of forthcoming change orders in accordance with Policy 8000.

Action Plan:
This change order has been reviewed for entitlement and for cost by AECOM. The above-referenced Change Order Item, COI #50, received a recommendation for approval by the Change Order Review Panel (CORP). **This change order is being presented to the School Board for approval because the Superintendent's cumulative change order approval limit (10 percent of the Board approved construction contract) under Policy 8000 has been reached.**

Future requests from the Contractor for additional time, which are supported by a Time Impact Analysis (TIA), shall be analyzed by an Independent Claims Analyst Forensic Scheduler, and if acceptable shall be presented to the Board for consideration of approval at a future Board Meeting.

Alignment to 2027 Goals and Guardrails
Business Operations.

Measurable Outcome(s)/Return on Investment
There is no measurable outcome or return on investment associated with this item. This item ensures that the Contractor is compensated for additional work required to connect hot water and a new drain line to the new kitchen exhaust hood.

Financial Impact
The financial impact of this item is $6,164.83, $27,705 will be funded from the Capital Projects Reserve. This increases the project budget from $21,386,229 to $21,413,934.

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, FL 33311
(754) 321-1500

Document 01250g (00 63 63)-Construction Change Order-Item # 50

Facility Name:	Coral Springs Middle School	Date:	05.28.2026
Project Name:	Coral Springs MS - SMART Program Renovations	Project #	P.001979
Location No:	2561		
Contractor:	WEST CONSTRUCTION, INC. 820 N 4TH ST LANTANA,FL 33462	Reference Letter Dated:	

Description of Change:
Labor and material to connect hot water and a new drain line to the new kitchen exhaust hood.

Attachments: _____

Reason For Change:
The new kitchen hood required hot water and sanitary drain connections.

Summary:
Total Credits and/or Added Costs: Add: $6,164.83
Deduct:

The Contract Time will remain unchanged. 0 Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Rosi Cutrone 05.28.2026	Personna Myrie 05.28.2026	Chris Schiappa 05.29.2026
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Rosi Cutrone	Personna Myrie	Chris Schiappa
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
RODRIGUEZ ARCHITECTS, INC.	WEST CONSTRUCTION, INC.	AECOM
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☒ Yes ☐ No

FOR OFFICE USE ONLY

Direct Owner Purchase (DOP)

☐Owner's Request ☐Unforeseen ☐Consultant Error ☒Consultant Omission ☐Direct Owner Purchase ☐Tax Savings

Approved Change Order Item Log

Project Number	Project Name	Item #	Approved Date	Change Order Amount	Days Extended	Percent Change	Contractor	Reason	Description	Original Contract Amount	Actual Start
Superintendent Letter CO-2				**$ 13,001.00**	**0**	**0.08%**					
P.001979	Coral Springs MS - SMART Program Renovations	1	01.24.2023	$ 13,001.00	0	0.08%	West Construction, Inc.	Consultant Omission	Provide all labor, materials, and equipment to install a new air separator tank and expansion tank in the chilled water system.	$ 15,561,967.00	07.05.2022
Change Order: 1				**$ 72,381.05**	**0**	**0.47%**					
P.001979	Coral Springs MS - SMART Program Renovations	7	06.13.2023	$ 72,381.05	0	0.47%	West Construction, Inc.	Unforeseen	It was discovered during construction that the existing above ceiling electrical installation did not meet code. The Contractor was directed by the Building Department to correct the existing condition and will provide labor, materials, and equipment to properly support the above ceiling electrical conduit and junction boxes in Building 1.	$ 15,561,967.00	07.05.2022
Superintendent Letter CO-6				**$ 36,972.60**	**0**	**0.24%**					
P.001979	Coral Springs MS - SMART Program Renovations	12	03.26.2024	$ 36,972.60	0	0.24%	West Construction, Inc.	Unforeseen	Moisture test indicates moisture exceeds the allowable limit therefore the Contractor is to provide moisture mitigation to the media center floor.	$ 15,561,967.00	07.05.2022
Superintendent Letter CO-7				**$ 23,920.66**	**0**	**0.15%**					
P.001979	Coral Springs MS - SMART Program Renovations	11	04.12.2024	$ 23,920.66	0	0.15%	West Construction, Inc.	Unforeseen	The existing above ceiling electrical boxes were found to be unsupported and must be brought up to code for the safety of the building occupants and protection of the property. The Contractor will provide proper support for the above ceiling electrical conduits and junction boxes for the kitchen, dining area, stage, and interior ciculations in Building 1.	$ 15,561,967.00	07.05.2022
Superintendent Letter CO-8				**$ 4,829.02**	**0**	**0.03%**					
P.001979	Coral Springs MS - SMART Program Renovations	3	04.23.2024	$ 4,829.02	0	0.03%	West Construction, Inc.	Consultant Omission	The Contractor is to furnish and install a pressure relief fan for AHU 1-1. The fan was no specificed in the original drawings.	$ 15,561,967.00	07.05.2022
Change Order: 2				**$ 113,044.89**	**0**	**0.73%**					
P.001979	Coral Springs MS - SMART Program Renovations	15	05.21.2024	$ 113,044.89	0	0.73%	West Construction, Inc.	Consultant Omission	The lighting package for the gym was not provided in the electrical plans on the bid set of drawings. Therefore, the Contractor is to provide labor, material and equipment to provide lighting in the gymnasium.	$ 15,561,967.00	07.05.2022
Change Order: 3				**$ 2,529,714.68**	**334**	**16.26%**					
P.001979	Coral Springs MS - SMART Program Renovations	14	07.30.2024	$ 2,529,714.68	334	16.26%	West Construction, Inc.	Unforeseen	During the roof demolition of Building 1, it was discovered that the existing metal deck had deteriorated beyond repair from when the initial testing was performed. The metal decking requires replacement before the new roof can be installed. The Contractor will remove the existing metal deck and replace it with a new galvanized deck.	$ 15,561,967.00	07.05.2022
Change Order: 4				**$ 14,491.17**	**0**	**0.09%**					
P.001979	Coral Springs MS - SMART Program Renovations	20	12.17.2024	$ 14,491.17	0	0.09%	West Construction, Inc.	Unforeseen	During construction, several electrical boxes above the ceiling were discovered to be unsupported and inadequately secured. Therefore, the Contractor is to provide labor, material and equipment to properly support the above ceiling electrical conduit and junction boxes.	$ 15,561,967.00	07.05.2022
Change Order: 5				**$ 64,583.86**	**0**	**0.42%**					
P.001979	Coral Springs MS - SMART Program Renovations	29	02.19.2025	$ 33,451.01	0	0.21%	West Construction, Inc.	Unforeseen	During construction, it was discovered that the electrical boxes and conduits in its current state do not satisfy the National Electrical Code (NEC) requirement. Therefore, the Contractor is to provide labor, material and equipment to support one hundred and thirteen (113) existing unsupported electrical boxes, forty (40) conduits and one hundred and fifty-three (153) unit struts to meet code requirements.	$ 15,561,967.00	07.05.2022
P.001979	Coral Springs MS - SMART Program Renovations	30	02.19.2025	$ 13,211.61	0	0.08%	West Construction, Inc.	Unforeseen	During construction, it was discovered that the electrical boxes and conduits in its current state do not satisfy the National Electrical Code (NEC) requirement. Therefore, the Contractor is to provide labor, material and equipment to support forty-four (44) existing unsupported electrical boxes, fourteen (14) conduits and fifty-eight (58) unit struts to meet code requirements.	$ 15,561,967.00	07.05.2022
P.001979	Coral Springs MS - SMART Program Renovations	31	02.19.2025	$ 6,312.34	0	0.04%	West Construction, Inc.	Unforeseen	During construction, it was discovered that the electrical boxes and conduits in its current state do not satisfy the National Electrical Code (NEC) requirement. Therefore, the Contractor is to provide labor, material and equipment to support twenty-two (22) existing unsupported electrical boxes, six (6) conduits and twenty-eight (28) unit struts to meet code requirements.	$ 15,561,967.00	07.05.2022
P.001979	Coral Springs MS - SMART Program Renovations	32	02.19.2025	$ 11,608.90	0	0.07%	West Construction, Inc.	Unforeseen	During construction, it was discovered that the electrical boxes and conduits in its current state do not satisfy the National Electrical Code (NEC) requirement. Therefore, the Contractor is to provide labor, material and equipment to support forty-six (46) existing unsupported electrical boxes, conduits and thirty-seven (37) unit struts to meet code requirements	$ 15,561,967.00	07.05.2022
Change Order: 6				**$ 16,172.25**	**0**	**0.10%**					
P.001979	Coral Springs MS - SMART Program Renovations	33	08.19.2025	$ 16,172.25	0	0.10%	West Construction, Inc.	Unforeseen	During construction, it was discovered that the fire alarm panel was inconsistent in reporting faults. After pre-test operations, the system does not remain in a stable state resulting in a lack of swing space. Therefore, the Contractor is to provide labor, material and equipment to perform a thorough inspection and troubleshooting of the existing fire alarm system to identify the root cause of the reported issues.	$ 15,561,967.00	07.05.2022
Change Order: 7				**$ 32,255.32**	**0**	**0.21%**					
P.001979	Coral Springs MS - SMART Program Renovations	13	09.16.2025	$ 29,564.58	0	0.19%	West Construction, Inc.	Unforeseen	During inspection, it was discovered that the electrical boxes above the ceiling at several locations are unsupported and inadequately secured. The existing installation is not in compliance and upgrades are necessary to meet code requirements. Therefore, the Contractor is to provide labor, material and equipment to support one hundred and thirteen (113) existing unsupported electrical boxes with conduits and one hundred (100) unistrut.	$ 15,561,967.00	07.05.2022

P.001979	Coral Springs MS - SMART Program Renovations	17	09.16.2025	$ 2,690.74	0	0.02%	West Construction, Inc.	Unforeseen	During construction, the chilled water pipes' insulated elbows were discovered to have asbestos containing material (ACM) and required abatement. These pipes could not remain uninsulated, and the work can only be completed during the summer months when the building is unoccupied. Therefore, the Contractor is to provide labor, material and equipment to reinsulate the piping on the west side hallway.	$ 15,561,967.00	07.05.2022
Change Order: 8 (SCO)				**$ 16,871.86**	**0**	**0.11%**					
P.001979	Coral Springs MS - SMART Program Renovations	36	11.14.2025	$ 16,871.86	0	0.11%	West Construction, Inc.	Consultant Omission	During construction, Physical Plant Operations (PPO) altered the piping material from steel to copper. This modification omitted essential components, including the hot water boiler, circulating pump, temperature sensors, and control system, necessary for the specified hot water recirculation sequence of operations. The Contractor is therefore required to provide all labor, material, and equipment needed to complete the hot water recirculation system as originally specified.	$ 15,561,967.00	07.05.2022
Change Order: 9				**$ 49,906.67**	**0**	**0.32%**					
P.001979	Coral Springs MS - SMART Program Renovations	16	03.10.2026	$ 40,317.18	0	0.26%	West Construction, Inc.	Consultant Error	To comply with the National Electrical Code (NEC), additional hand dryers require dedicated circuits and lockable disconnects. Because the electrical panels specified in the permitted drawings were at capacity, new circuit connections had to be relocated to alternative panels. Therefore, the Contractor is to provide labor, material for additional dedicated circuits for code compliance.	$ 15,561,967.00	07.05.2022
P.001979	Coral Springs MS - SMART Program Renovations	43	03.10.2026	$ 9,589.49	0	0.06%	West Construction, Inc.	Owner's Request	During the construction phase, it was identified that the coordination drawings for furniture, fixtures, and equipment required adjustments in circuit locations. The necessary modifications were implemented to accommodate the final vendor layout for previously ordered furniture and to ensure optimal functionality at the designated promethean board sites. Accordingly, the Contractor is required to furnish all labor, materials, and equipment needed to reroute and relocate electrical circuits and devices in accordance with the revised promethean board locations	$ 15,561,967.00	07.05.2022
Change Order: 10				**$ 14,640.15**	**0**	**0.09%**					
P.001979	Coral Springs MS - SMART Program Renovations	19	04.07.2026	$ 14,640.15	0	0.09%	West Construction, Inc.	Consultant Error	During construction it was discovered that an existing concrete beam and existing four-inch water line conflicted with the overflow roof drain piping path. Therefore, the Contractor is to provide labor, material and equipment to reroute the roof overflow drain piping in the administration area of building 1.	$ 15,561,967.00	07.05.2022
Change Order: 11				**$ 8,586.45**	**0**	**0.06%**					
P.001979	Coral Springs MS - SMART Program Renovations	18	05.05.2026	$ 8,586.45	0	0.06%	West Construction, Inc.	Consultant Error	During construction it was discovered that an existing concrete beam and existing four-inch water line conflicted with the overflow roof drain piping path. Therefore, the Contractor is to provide labor, material and equipment to reroute the roof overflow drain piping in corridor 16 of building 1.	$ 15,561,967.00	07.05.2022
Change Order: 12				**$ 6,164.83**	**0**	**0.04%**					
P.001979	Coral Springs MS - SMART Program Renovations	50	Pending Board Approval	$ 6,164.83	0	0.04%	West Construction, Inc.	Consultant Omission	Due to the new kitchen hood design, hot water supply and drain connections are now required. The Contractor shall furnish all necessary labor, materials, and equipment to successfully install and connect both the hot water and new drain lines to the new exhaust hood.	$ 15,561,967.00	07.05.2022
Grand Totals:				**$ 3,017,536.46**	**334**	**19.39%**					

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Change Order #12
WEST CONSTRUCTION, INC.
Coral Springs Middle School
P.001979

School Board Meeting: 07.28.2026

The financial impact of this item is $27,705.00.

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is an additional impact to the project budget.

Funds in the amount of $27,705.00 will come from the Capital Projects Reserve. This changes the project from $21,386,229.00 to $21,413,934.00.

Department Name	Department Head
Capital Budget	Omar Shim, Director of Capital Budget

Ashley Carpenter - 06/25/2026
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-3.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Final Acceptance, Release of Retainage - Blanche Ely HS, P.002893, LEGO

REQUESTED ACTION:

Approve Final Acceptance of the Blanche Ely High School Bus Loop Renovations Project, P.002893; authorize release of final retainage to LEGO Construction Co. (LEGO Construction); and approve a 329-calendar-day time extension from Substantial to Final Completion to reconcile the Contract Time. District 7

RATIONALE:

For the Requested Action(s), Background/History, Alignment to 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Closeout Documents
- Collaboration Form

FINANCIAL IMPACT:

The final contract payment for retainage in the amount of $186,752.91 will be released to the contractor.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark D. Dorsett	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Operations Officer - Task Assigned

Signature

Mark Dorsett, Chief Operations Officer - Task Assigned Jul 14,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark D. Dorsett
Title: Chief Operations Officer – Task Assigned
Phone: 754-321-2659

EXECUTIVE SUMMARY

Final Acceptance, Release of Retainage – Blanche Ely HS, P.002893, LEGO

Board Meeting Date: July 28, 2026

Requested Action:
Approve Final Acceptance of the Blanche Ely High School Bus Loop Renovations Project, P.002893; authorize release of final retainage to LEGO Construction Co. (LEGO Construction); and approve a 329-calendar-day time extension from Substantial to Final Completion to reconcile the Contract Time.

General Information

The following information outlines the governing authority, Districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact: District 7	
School Board Policy Requirement	• SBBC Policy 7005 requires formal SBBC acceptance and completion of all required closeout documentation prior to release of final payment.
Statutory Requirement	• Pursuant to Section 1013.50, Florida Statutes, final payment may not be issued until the project is formally accepted by SBBC.
If the School Board votes "Yes"	• The project will be formally accepted, closed out, and the final retainage will be released in accordance with applicable SBBC policy and state statutes.
If the School Board votes "No"	• Final payment will remain withheld, project closeout will be delayed, and additional SBBC action may be required to resolve the matter.
Alignment to 2027 Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Formal project closeout confirms completion of all contractual requirements, regulatory approvals, and required documentation, allowing final payment to be released in compliance with SBBC Policy 7005 and Section 1013.50, Florida Statutes. • Success is measured by formal SBBC acceptance, reconciliation of final Contract Time, and administrative completion of all required closeout documentation.

Background/History
This Board item is submitted to obtain formal SBBC acceptance of the completed Bus Loop Renovations project and authorization to release the remaining retainage as final payment to LEGO Construction. SBBC approval confirms that all contractual closeout requirements have been satisfied and that the project is eligible for release of retainage. As the scope of work consisted solely of exterior improvements, the project did not involve building occupancy.

The sections that follow summarize the factors that affected the project schedule during construction and

present a post-completion evaluation of overall Contract Time, including reconciliation of the final duration based on a comprehensive review of the project record, in support of project acceptance and release of retainage.

Contract Time Overview: Baseline, Modifications, and Completion

The Notice to Proceed (NTP) for this project was issued on April 29, 2024, establishing a contractual Substantial Completion date of April 29, 2025, based on the 365-calendar-day duration defined in the NTP.

During construction, LEGO Construction was granted a 57-calendar-day excusable, non-compensable time extension associated with additional site/civil work, including asphalt adjustments, striping revisions, sodding, and related site utility modifications. The additional work was limited in scope and did not prevent the project from being used for its intended purpose.

Substantial Completion was certified in writing by the Project Consultant on April 28, 2025, in accordance with Document 00700: General Conditions of the Contract.

Although the Project Consultant certified Final Completion in writing on May 28, 2025, Article 1.05 of Document 00700: General Conditions of the Contract states that Final Completion does not occur until all governmental authorities with jurisdiction over the Work have inspected, approved, and certified it. Because the Chief Building Official executed the Certificate of Final Inspection (OEF 209) on April 22, 2026, that date has been established as the date of Final Completion.

Post-Completion Contract Time Analysis:

Pursuant to the NTP, Final Completion was required within 30 calendar days following Substantial Completion. Substantial Completion was certified on April 28, 2025, establishing a contractual Final Completion date of May 28, 2025.

The OEF 209 was executed by the Chief Building Official on April 22, 2026. Accordingly, Final Completion occurred 329 calendar days beyond the contractual closeout period.

The project was functionally complete and available for use on May 28, 2025. The Building Final Inspection was approved, and the Certificate of Occupancy was issued on June 25, 2025. No additional construction work occurred after that date.

The remaining duration to formal closeout was administrative in nature and related to completion of final documentation, processing and approval of outstanding change orders, and incorporation of the adjusted final contract amount into the closeout record. Once those administrative items were finalized on April 20, 2026, the OEF 209 was submitted to the Building Department for review and executed on April 22, 2026.

Based on the review of the project record, the elapsed duration between the Project Consultant's certification of Final Completion and execution of the OEF 209 is attributable to closeout processing activities and not to incomplete construction work or contractor-controlled delay.

Recommendation:

As outlined in the sections above, the documented schedule impacts support reconciliation of Contract

Time. Based on the project record, reconciliation through approval of a 329-day extension between Substantial and Final Completion is supported. It is therefore recommended that Contract Time be accepted as reconciled and that the remaining retainage of $186,752.91 be released to LEGO Construction as final payment for Project No. P.002893, Blanche Ely High School Bus Loop Renovations.

Agreement Terms and Financial Impact

The following information provides a summary of the Construction Services Agreement, including the procurement method and Agreement term, and outlines the proposed modification and associated financial and/or time impact.

Table A: Procurement Method and CSA Summary
This table identifies the procurement method, outlines the agreement term, summarizes prior Board actions and amendments, presents the requested Board action, and reflects the resulting total agreement amount.

Procurement Method:	ITB FY21-115 was a competitively solicited, multi-award continuing services agreement for CSMP. Multiple prequalified firms were awarded by trade category, with projects assigned on an as-needed basis through issuance of an Estimating Order and NTP.
Agreement Term:	LEGO Construction's Open-End CSMP Agreement was approved on November 4, 2020, for an initial three-year term through November 3, 2023, then two additional one-year renewals through November 3, 2025. Under this Agreement, a NTP authorized construction of the Blanche Ely High School Bus Loop Renovations Project to commence on April 29, 2024, establishing 365 calendar days to Substantial Completion and 30 calendar days to Final Completion. This item finalizes project closeout.
Multi-Year Agreement:	Yes. This is a multi-year Open-End CSMP Agreement under which individual projects are authorized by separate NTPs.

Construction Services Agreement

The following summary reflects the original agreement value and all prior approved adjustments, as well as the final reconciliation of Contract Time. The Total Agreement Amount represents full compensation for the Work.

Agreement Component	Date	Amount	Term *(Days)*
Original Base Contract	4/29/2024	$3,797,777.00	365
Direct Owner Purchases	N/A	$0.00	0
Previously Approved COs	N/A	$74,125.84	57
Pending Modification	**Date**	**Amount**	**Term** *(Days)*
Contract Time Reconciliation	7/28/2026	$0.00	0
Total Agreement Amount		**$3,871,902.84**	**422**

Table B: Financial Impact and Budget Status
This table summarizes the financial impact of the requested action, identifies the funding source, and depicts the overall project budget and project status, as applicable.

Financial Impact Summary Statement:

1. There is no budget authority impact for this item. The final payment for retainage of $186,752.91 will be released to LEGO Construction.

FY27 Project Budget Summary			
On March 12, 2024, SBBC approved expanding the project scope to include additional covered walkways connecting Buildings 10, 11, and 21 to the main campus. This work was completed under Project No. P.002893-CNP, a carve-out to the Bus Loop Renovations Project.			
Project Number	**Project Name**	**Current Budget**	**Project Phase**
P.002893	Bus Loop Renovations	$4,130,290.00	Final Completion
P.002893-CNP	Additional Canopy and Sidewalk	$794,710.00	Financial Closeout
	Total Budget	**$4,925,000.00**	

Project Snapshot and Status Update

This section provides a summary of the project, including the project team, description of work, construction schedule, and current implementation status.

Project Team	**General Contractor:** LEGO Construction Co. **Project Consultant:** Jorge A. Gutierrez Architect LLC

Project Description	• Renovation of the existing Bus Drop-off Loop
	  ○ Reconstruction and southward expansion of the bus drop-off area
	  ○ Installation of new aluminum-covered walkways
	  ○ Construction of two new walkways connecting the bus loop to the main building
	  ○ Lighting for all walkways
	  ○ Re-grading and re-paving of the parking and bus loop areas
	  ○ New drainage system
	  ○ Upgrades and repairs to the perimeter fencing
	  ○ New screen wall to enclose existing cooling towers

Construction Schedule	**Construction Commencement Date:** April 29, 2024 **Substantial Completion:** April 28, 2025 **Final Completion:** April 22, 2026
Current Status	The construction phase is 100% complete. Substantial and Final Completion have been achieved, and all construction activities are finished. All closeout documentation, including as-built drawings, warranties, O&M manuals, lien releases, and required certifications, has been submitted and accepted. Final payment and release of retainage are pending SBBC approval.

Additional Backup:

List of Exhibits and Supporting Documents

- Closeout Documents
  - Document 00640: General Release and Full Release of Lien
  - Reduction of Retainage Certification Form
  - Consent of Surety to Final Payment
  - Policy 7005
  - OEF 110b
  - OEF 209
- Collaboration Form

The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351 (754) 321-0505

Document 00640: General Release and Full Release of Lien

KNOW ALL MEN BY THESE PRESENTS,

That the undersigned: **Luis Garcia**

of: LEGO Construction Co City of: Miami

County of: Miami-Dade State of: Florida

Herein referred to as "Contractor" executes this General Release and Full Release of Lien in favor of THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA of 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, herein referred to as "The School Board".

In consideration of the sum of:

Written Amount: **One Hundred Eighty-six thousand Seven Hundred Fifty-two** Dollars 91/100

Figures: $ **186,752.91**

receipt of which from The School Board is hereby acknowledged, Contractor for itself and its successors and assigns, has remised, released, and forever discharged, and by these presents does, for itself and its successors and assigns, does remise, release, acquit, satisfy, and forever discharge The School Board, its successors, employees, administrators and assigns, of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, which against The School Board or The School Board's successors, employees, administrators and assigns, Contractor ever had, now has, or over which Contractor's successors and assigns, hereafter can, shall or may have, for upon, or by reason of any matter, cause of thing whatsoever with regard to the project known as:

Project Name- Blanche Ely HS – Bus Loop Renovations
Project Number- P.002893

In consideration of the above-said moneys, receipt of which from The School Board is hereby acknowledged, Contractor does hereby release and quit claim to The School Board, its successors and assigns, all claims liens, lien rights, claims or demands of any kind whatsoever which Contractor now has or might have against the building or premises situated at:

1201 NW 6th Ave, Pompano Beach, FL 33060

and legally described as:

On account of labor performed and/or material furnished for the construction of any building thereon or in otherwise improving said property situated as above described. The Contractor further certifies that all lienors contracting directly with or directly employed by the Contractor have been paid in full and that all labor and materials furnished for said construction, including subcontractors employed by the undersigned, have been paid in full. The Contractor further authorizes the clerks of the County Records Division of Broward County, Florida to discharge the lien given to the undersigned in a claim of lien recorded in the Official Records of Broward County, Florida at Book____, Page ____ , executed by:

LEGO Construction Co

on this **19th** day of **June** , 20 **26**.

IN WITNESS WHEREOF,

Lucia Garcia has hereunto set its hand and seal

on this **19th** day of **June** , 20 **26**.

(Corporate Seal)

Attest:

By: LUIS GARCIA (Seal)

(Secretary)

Notarization

State of: Florida)

County of: Miami-Dade)

Sworn to and subscribed before me, the undersigned authority, by

Luis Garcia

who is personally known to me or did produce:

As identification and who did take an oath, acknowledged and subscribed the foregoing General Release and Full Release of Lien for purposes therein expressed.

Notary Public: **Affix Seal**

Commission Expires on: Jan 10, 2029

MARIA RODRIGUEZ
Notary Public - State of Florida
Commission # HH 663641
Bonded through National Notary Assn.

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, FL 33311
TEL (754) 321-1500 • FAX (754) 321-1501

Reduction of Retainage Certification

Facility:	Blanche Ely High School	**Project No.:**	P.002893
Project Name:	Blanche Ely HS - Bus loop Renovations		
Contractor:	LEGO Construction Co.	**Date:**	19-Jun-26
Project Manager:	Blake Thorson	**Location No.:**	0361
		Phase No.:	

1. Current Level of Retainage 5 %
2. Proposed Level of Retainage 0 %
3. Retainage Reduction Ratio (RR) 1.000 (Item 1 - Item 2) / Item 1

Company Name of Entity to Receive Reduction of Retainage	Current Total Retainage	RR	Retainage to be Released
LEGO Construction Co.	$ 61,596.38	1.000	$ 61,596.38
Cami-Axle Construction Corp.	$ 14,129.48	1.000	$ 14,129.48
Walker Design	$ 36,343.91	1.000	$ 36,343.91
WEA Electric	$ 3,360.00	1.000	$ 3,360.00
Alfy Solution	$ 5,911.84	1.000	$ 5,911.84
Tropic Fence	$ 2,311.30	1.000	$ 2,311.30
Professional Equipment Corp	$ 63,100.00	1.000	$ 63,100.00
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
Total	**$ 186,752.91**		**$ 186,752.91**

$ 186,752.91		1.000		$ 186,752.91		$ -
Current Total Retainage	x	Reduction Ratio	=	Retainage to be Released		Retainage Balance

The undersigned hereby certifies that they will release retainage being paid to them by the School Board of Broward County to their various subcontractors in accordance with the schedule above.

Company Name: LEGO CONSTRUCTION CO.

Authorized Signature

DIGAANT SHARMA
Print Name

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

Bond No. 21BCSJB4138

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER ☐

TO OWNER:
(Name and address)

The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, Suite 323
Sunrise, FL 33351

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

CONTRACT DATED:

PROJECT:
(Name and address)

P.002893, Blanche Ely HS – Bus Loop Renovations

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155-0001

, SURETY,

on bond of
(Insert name and address of Contractor)

Lego Construction Co.
1011 Sunnybrook Rd., Ste. 905
Miami, FL 33136

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, Suite 323
Sunrise, FL 33351

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: June 4, 2026
(Insert in writing the month followed by the numeric date and year.)

Hartford Fire Insurance Company
(Surety)

By:
(Signature of authorized representative)

Attest:
(Seal):
Samantha Ortiz

Charles J. Nielson Attorney-in-Fact
(Printed name and title)

Surety Phone No. 860-547-5000

POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: NIELSON HOOVER & COMPANY
Agency Code: 21-229752

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
D. A. Belis, Tracey C. Brown-Boone, Natalie C. Demers, David R. Hoover, Stephanie McCarthy, Jarrett Merlucci, Laura D. Mosholder, John R. Neu, Charles D. Nielson, Charles J. Nielson, Joseph Penichet Nielson, Daniel Frank Oaks, Brett Rosenhaus, Kevin Wojtowicz of MIAMI LAKES, Florida
their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Manluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 4, 2026.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

PAYMENTS TO CONTRACTOR DURING CONSTRUCTION

PER STATUTE F.S. 255.078, AND EXCEPT AS PROVIDED BELOW, CONSTRUCTION PAYMENTS ON PROJECTS UP TO FIFTY (50) PERCENT COMPLETION SHALL NOT EXCEED NINETY (90) PERCENT OF THE WORK COMPLETED OR MATERIALS PAID FOR AND PROPERLY STORED ON SITE, OR IN A BONDED WAREHOUSE.

PAYMENTS SHALL BE CONDITIONED UPON OWNER'S REPRESENTATIVE APPROVING PROGRESS OF WORK AND MATERIALS STORED, IN ACCORDANCE WITH THE EXECUTED CONSTRUCTION CONTRACT.

REDUCTION OF RETAINAGE:
PER STATUTE F.S. 255.078, RETAINAGE SHALL BE REDUCED TO FIVE (5) PERCENT AFTER THE PROJECT REACHES FIFTY (50) PERCENT COMPLETION. FURTHER REDUCTION OF RETAINAGE SHALL BE AUTHORIZED ONLY AFTER THE PROJECT ACHIEVES SUBSTANTIAL COMPLETION AND THE CERTIFICATE OF OCCUPANCY OR FORM OEF 110B HAS BEEN FULLY EXECUTED. THE RETAINAGE REDUCTION BELOW FIVE (5) PERCENT SHALL REQUIRE THE RECOMMENDATION OF THE SUPERINTENDENT OR DEPUTY SUPERINTENDENT OF FACILITIES AND CONSTRUCTION MANAGEMENT, AND BE AUTHORIZED BY BOARD ACTION.

REDUCTION OF RETAINAGE ON IDENTIFIABLE PHASED PROJECTS IS PERMITTED, PURSUANT TO THE RULES ABOVE. FOR PHASED PROJECTS, IF THE OVERALL CONTRACT VALUE EXCEEDS THE CONSTRUCTION COST LIMIT PER STATUTE F.S. 287.055; REDUCTION OF RETAINAGE ON INDIVIDUAL PHASES SHALL REQUIRE BOARD APPROVAL.

FINAL PAYMENT OF RETAINAGE:
THE CRITERIA AND CONDITIONS FOR FINAL PAYMENT OF THE RETAINAGE INCLUDE:

1. THE SCHOOL BOARD ACCEPTS THE FACILITY VIA AN EXECUTED FORM 110B.

2. ALL CONTRACTUAL OBLIGATIONS HAVE BEEN COMPLETED.

3. EXECUTED FORM OEF 209, OR WHEN AN OEF 209 IS NOT REQUIRED, CERTIFICATION OF COMPLETION BY THE ARCHITECT OR ENGINEER OF RECORD.

FINAL ACCEPTANCE AND RELEASE OF RETAINAGE ON PROJECTS WITH A CONSTRUCTION COST LIMIT PER F.S. 287.055 SHALL NOT REQUIRE BOARD APPROVAL. APPROVAL SHALL BE GRANTED BY THE DEPUTY SUPERINTENDENT OF FACILITIES AND CONSTRUCITON MANAGEMENT OR DESIGNEE, UPON RECEIPT OF THE EXECUTED CERTIFICATE OF FINAL INSPECTION OR CERTFICATE OF COMPLETION NOTED ABOVE. FOR THE PURPOSES OF THIS RULE, CONSTRUCTION CONTRACTS THAT DO NOT REQUIRE A CERTIFICATE OF OCCUPANCY SHALL BE CERTIFIED AS SUBSTANTIALLY COMPLETE BY THE ARCHITECT OR ENGINEER OF RECORD.

AUTHORITY: F.S. 1001.41 (1) (2)
F.S. 1013.50
F.S. 218.735 (8)
F.S. 255.078
F.S. 287.055
POLICY ADOPTED: 1/21/82; 5/19/88; 1/16/07

Return completed form as needed to:
Office of Educational Facilities
325 West Gaines Street, Room 1054
Tallahassee, Florida 32399-0400
(850) 245-0494
Fax (850) 245-9236 or (850) 245-9304

FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities

CERTIFICATE OF OCCUPANCY

OEF USE ONLY

INSTRUCTIONS: Submit one copy of the completed form for each project over $300,000. Reproduce this form in sufficient quantity for your use.

RE: School Board of Broward County (☒ School District ☐ Florida College)

P.002893 - Blanche Ely HS - Bus Loop Renovations (☒ School Name ☐ Campus)

Full Project - Description of Project

EFIS Number (if applicable)

In accordance with Section 1013.37(2)(c), Florida Statutes, and upon recommendation of the project architect/engineer and the certified inspector, as stated below, the subject project is ready for occupancy.

Signature: Dr. Howard Hepburn Date: 07.13.2025

☒ Superintendent ☐ President ☐ Designee

Intended Occupancy Date:

PROJECT ARCHITECT/ENGINEER AND CERTIFIED INSPECTOR I have inspected the subject project and, to the best of my knowledge and ability, I have determined that the safety systems* and the facility are in compliance with statutes, rules, and codes affecting the health and safety of its occupants; and that no asbestos-containing materials were specified for use in this building, nor to the best of my knowledge were asbestos containing materials used in the construction of this project.

Architect or Engineer of Record:

High Performance Green Building Standard Used [S. 255.2575(2), F.S.] Rating Achieved

Name (Type or Print)	License #	Expiration Date
Mariia Romero	AR14571	02.28.2027

Signature: Mariia Romero

☒ Architect Engineer

Building Official:

Name (Type or Print)	License #	Expiration Date
Perla Tarrau-Ayala	BU1918	11.30.2025

Signature: Perla Tarrau-Ayala - 06.25.2025

Contractor:

Name (Type or Print)	License #	Expiration Date
LEGO CONSTRUCTION CO.	CCC1328977	08.31.2026

Threshold Inspector (if applicable):

Name (Type or Print) License # Expiration Date

Project Information As-built lowest floor elevation (for new construction)

Code/Edition 2023 Occupancy Type(s) Construction Type(s) Occupant Load

Automatic Sprinkler System Required District/Florida College Permit Number 0361

Special Permit Stipulations

*Safety systems include, but are not limited to: exiting; safety; rescue; fire rating; fire protection; means of egress; master valves; eye wash and dousing shower in science labs; emergency disconnects in shops; fume and dust collection systems; heat and smoke detectors, stage protection including curtain operation, smoke vent, sprinklers, etc.; kitchen hood; fire sprinklers; smoke venting; illumination of means of egress; emergency lighting; emergency power; exit lights; fire alarm systems with required incidental functions; fire extinguishers; fuel fired heaters; electrical illumination; electrical system required ventilation; toilet facilities; kitchen hot water supply; water supply; and sewage disposal as they apply to this project.

FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities

CERTIFICATE OF FINAL INSPECTION

TO: Office of Educational Facilities (OEF) 325 West Gaines Street, Room 1054 Tallahassee, Florida 32399-0400 (850) 245-0494 Fax (850) 245-9236 or (850) 245-9304	OEF USE ONLY
INSTRUCTIONS: Submit for OEF files one copy of the completed form for all projects with construction costs exceeding $300,000. Mark the appropriate term within the parentheses. Reproduce this form in sufficient quantity for your use. Section 1013.37(2)(c), F.S.	

RE: P.002893 — OEF Assigned Project Number

School Board of Broward County — (☒ School District ☐ Florida College)

Blanche Ely High School — (☒ School Name ☐ Campus)

0361 — (☒ School ☐ College) Code Number

Blanche Ely HS - Bus Loop Renovations — Description of Project

SECTION A: BOARD'S ACCEPTANCE

Upon the recommendation of our Project (☒ Architect Engineer) as certified in Section B below, in accordance with Chapter 1013, F.S., THE BOARD ACCEPTED the above-referenced project on

Name (Type or Print) _____

Signature: _____ Date:
(☐ Superintendent ☐ President)

SECTION B: (☒ ARCHITECT ENGINEER) CERTIFICATION

As PROJECT (☒ ARCHITECT ENGINEER), I have inspected this project and, in my considered professional opinion, the work required by the contract for this project has been completed in accordance with approved contract documents; Chapter 1013, Florida Statutes; Rule 6A-2.0010, FAC; Chapter 553, F.S.; and the Florida Building Code.

Signature: Mariia Romero Date 09.04.2025

Firm Name: JORGE A. GUTIERREZ ARCHITECT LLC

Address:	4000 Hollywood Blvd	Hollywood	FL	33021
	Street/P.O. Box	City	State	Zip

SECTION C: ☒ Building Official ☐ Other (Specify) Certification _____

I have inspected the project, and in my considered opinion, it is complete and in accordance with applicable statutes, rules, and codes.

Name (Type or Print) Perla Tarrau-Ayala

Signature: Perla Tarrau-Ayala Date: 04.22.2026

☒ Building Official ☐ Certified Inspector

SECTION D: FACILITY INFORMATION.

1. TYPE OF PROJECT: New Plant Addition Remodeling Renovation	2. CORRECTED "SPACE INVENTORY REPORT" (land, building, room) HAS BEEN FILED WITH THE OEF: Yes No N/A If "No," explain:
3. SOURCE OF FUNDS: Local State Federal	4. ADJUSTED FINAL CONTRACT AMOUNT: $3,871,902.84
	5. PROJECT GROSS SQUARE FOOTAGE: SQ. FT.
	6. COST PER GROSS SQUARE FOOT: $
	7. COST PER STUDENT STATION: $

CERTIFICATE OF FINAL INSPECTION (CFI)

8. BUILDING CONTRACT DATE: COMPLETION DATE: 05.28.2025

9. CHANGE ORDERS - List of each Change Order and amount (excluding Direct Purchase amounts).

Change Order #	Change Order Amount
1	59,140.35
2	2,328.17
3	12,657.32

10. Date of Occupancy: 06.25.2025

11. Additional Information:

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Final Acceptance and Release of Retainage
LEGO CONSTRUCTION CO.
Blanche Ely High School
P.002893

School Board Meeting: 07.28.2026

The financial impact of this item is $0.00.

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is no impact to the project budget.

There is no budget authority impact for this item. The final payment for retainage of $186,752.91 will be released to LEGO Construction Co.

Department Name
Capital Budget

Department Head
Omar Shim, Director of Capital Budget

Omar Shim - 06/30/2026
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-4.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Final Acceptance, Release of Retainage - Forest Glen MS, P.001865, Thornton

REQUESTED ACTION:

Approve Final Acceptance of the Forest Glen Middle School Project, P.001865; authorize release of final retainage to Thornton Construction Company, Inc. (Thornton Construction); and approve a 761-calendar-day time extension to Substantial Completion and a 217-calendar-day time extension from Substantial to Final Completion to reconcile the Contract Time. District 4

RATIONALE:

For the Requested Action(s), Background/History, Alignment to 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Closeout Documents
- LD Review Memo
- Collaboration Form

FINANCIAL IMPACT:

The final contract payment for retainage in the amount of $69,485.39 will be released to the contractor.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark D. Dorsett	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Operations Officer - Task Assigned

Signature

Mark Dorsett, Chief Operations Officer - Task Assigned Jul 14,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark D. Dorsett
Title: Chief Operations Officer – Task Assigned
Phone: 754-321-2659

EXECUTIVE SUMMARY

Final Acceptance, Release of Retainage – Forest Glen MS, P.001865, Thornton

Board Meeting Date: July 28, 2026

Requested Action:
Approve Final Acceptance of the Forest Glen Middle School Project, P.001865; authorize release of final retainage to Thornton Construction Company, Inc. (Thornton Construction); and approve a 761-calendar-day time extension to Substantial Completion and a 217-calendar-day time extension from Substantial to Final Completion to reconcile the Contract Time.

General Information

The following information outlines the governing authority, Districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact: District 4	
School Board Policy Requirement	• SBBC Policy 7005 requires formal SBBC acceptance and completion of all required closeout documentation prior to release of final payment.
Statutory Requirement	• Pursuant to Section 1013.50, Florida Statutes, final payment may not be issued until the project is formally accepted by SBBC.
If the School Board votes "Yes"	• The project will be formally accepted, closed out, and the final retainage will be released in accordance with applicable SBBC policy and state statutes.
If the School Board votes "No"	• Final payment will remain withheld, project closeout will be delayed, and additional SBBC action may be required to resolve the matter.
Alignment to 2027 Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Formal project closeout confirms completion of all contractual requirements, regulatory approvals, and required documentation, allowing final payment to be released in compliance with SBBC Policy 7005 and Section 1013.50, Florida Statutes. • Success is measured by formal SBBC acceptance, reconciliation of final Contract Time, and administrative completion of all required closeout documentation.

Background/History
This Board item is submitted to obtain formal SBBC acceptance of the completed project and authorization to release the remaining retainage as final payment to Thornton Construction. SBBC approval confirms that all contractual closeout requirements have been satisfied and that the project is eligible for release of retainage.

The sections that follow summarize the factors that affected the project schedule during construction and present a post-completion evaluation of overall Contract Time, including reconciliation of the final

duration based on a comprehensive review of the project record, in support of project acceptance and release of retainage.

Contract Time Overview: Baseline, Modifications, and Completion

The Notice to Proceed (NTP) for this project was issued on September 20, 2019, establishing a contractual Substantial Completion date of November 23, 2020, based on the 430-calendar-day duration defined in the NTP.

During construction, multiple Board-approved time extensions were incorporated into the Agreement to address significant HVAC-related design deficiencies, electrical coordination conflicts, and field compliance issues that materially impacted the critical path of the Work. These extensions included, but were not limited to:

- Outside air ventilation deficiencies identified during Test and Balance, requiring redesign and corrective modifications
- Oversized air handling units requiring coordination adjustments to accommodate existing space constraints
- Electrical design discrepancies requiring conversion to three-phase power, panel replacement, and associated system reconfiguration
- Rooftop equipment anchorage and wind load compliance issues resulting in inspection failures and required tie-down revisions

Resolution of these events required sequential design revisions, regulatory review and approval, material procurement, installation and reinstallation of affected systems, reinspection, and updated testing and balancing prior to continuation of successor activities. Independent Time Impact Analyses (TIAs) were prepared to quantify the effect of each major delay event on the critical path, and the resulting excusable time extensions were incorporated into the Agreement following review and approval.

Upon incorporation of all approved time extensions, the contractual Substantial Completion date was revised from November 23, 2020, to December 16, 2022.

Substantial Completion was certified by the Project Consultant on January 15, 2025, resulting in a variance of 761 calendar days beyond the adjusted contractual Substantial Completion date.

Final Completion was certified on September 19, 2025. Pursuant to the Agreement, Final Completion was required within 30 calendar days following Substantial Completion. Accordingly, Final Completion occurred 217 calendar days beyond the contractual closeout period.

Post-Completion Contract Time Analysis:

Following the achievement of Substantial Completion, the project reflected 761 calendar days beyond the adjusted Substantial Completion date after accounting for all Board-approved time extensions. In addition, 217 calendar days elapsed between Substantial Completion and Final Completion, exceeding the 30-day contractual closeout period. At the time of completion, these days remained unassigned and unexcused, and liquidated damages were contractually assessable and were assessed in accordance with the Agreement.

Subsequent to the assessment, a comprehensive review of the project record was conducted. This review included approved change orders, monthly project update reports, PM-OR and Project Consultant reports, and applicable permitting and inspection documentation. The purpose of the review was to evaluate the underlying causes of the unassigned days and determine whether continued enforcement of liquidated damages was supported by the full project record.

Based on this review, the 761 unassigned calendar days were determined to be attributable to the continuing Outside Air (OA) system deficiency first identified during Test & Balance and commissioning. Following incorporation of all approved time extensions, this deficiency remained the sole controlling critical-path constraint to project closeout. The original mechanical design relied upon existing OA intake assemblies and associated duct infrastructure that were physically incapable of delivering code-required ventilation quantities. As a result, Building Department acceptance and permit closure could not be achieved until the deficient OA system was redesigned and corrected through a separate HVAC carve-out project. The record supports that this duration resulted from design error and omission, and does not support a determination that the 761-day variance was attributable to contractor-controlled delay.

Although the contractual Substantial Completion milestone was certified on January 15, 2025, the unresolved OA code-compliance deficiency continued to prevent permit closure and final certification. Final Completion could not be certified until completion of corrective measures and submission and acceptance of a revised commissioning report documenting compliance. Thornton Construction was therefore unable to close its permit until September 2025, at which time Final Completion was certified. The record does not support a determination that this subsequent period resulted from contractor-controlled delay.

Recommendation:

Although liquidated damages were properly assessed based on the project status at the time of completion, the subsequent comprehensive review of the project record indicates that the underlying causes of delay during both periods were not attributable to Thornton Construction. Accordingly, the totality of the documentation does not support continued enforcement of liquidated damages for the 761 calendar days to Substantial Completion or the 217 calendar days between Substantial and Final Completion.

Based on the findings of this post-assessment review, approval of reconciliation of Contract Time through a 761-calendar-day time extension to Substantial Completion and a 217-calendar-day time extension between Substantial and Final Completion is recommended. Approval of this item will align the Contract Time with the documented delay events and authorize release of the remaining retainage in the amount of $69,485.39 to Thornton Construction as part of final payment and project closeout.

Agreement Terms and Financial Impact

The following information provides a summary of the Construction Services Agreement, including the procurement method and Agreenement term, and outlines the proposed modification and associated financial and/or time impact.

Table A: Procurement Method and CSA Summary
This table identifies the procurement method, outlines the agreement term, summarizes prior Board actions and amendments, presents the requested Board action, and reflects the resulting total agreement amount.

Procurement Method:	ITB 19-134C was competitively procured through an Invitation to Bid utilizing the Design/Bid/Build delivery method. The award was made to Thornton Construction as the lowest responsive and responsible bidder meeting the bid specifications and requirements.
Agreement Term:	Original Agreement Term: June 11, 2019, through Final Completion in accordance with Article 5 of the Agreement. This item reconciles Contract Time and finalizes project closeout.

Construction Services Agreement

The following summary reflects the original agreement value and all prior approved adjustments, as well as the final reconciliation of Contract Time. The Total Agreement Amount represents full compensation for the Work.

Agreement Component	Date	Amount	Term *(Days)*
Original Base Contract	6/11/2019	$6,990,000.00	430
Direct Owner Purchases	N/A	($1,581,416.88)	0
Previously Approved COs	N/A	$3,883.29	753
Pending Modification	**Date**	**Amount**	**Term *(Days)***
Contract Time Reconciliation	7/28/2026	$0.00	761
Total Agreement Amount		**$5,412,466.41**	**1,944**

Table B: Financial Impact and Budget Status
This table summarizes the financial impact of the requested action, identifies the funding source, and depicts the overall project budget and project status, as applicable.

Financial Impact Summary Statement:

1. There is no budget authority impact for this item. The final payment for retainage of $69,485.39 will be released to Thornton Construction.

FY27 Project Budget Summary

The outside air duct replacement scope was removed from the Primary Renovation Project after it was determined that the originally installed ductwork was undersized and did not meet required outside air standards, making the work more appropriate to complete as a separate minor project to ensure compliance and reduce costs.

Project Number	Project Name	Current Budget	Project Phase
P.001865	Primary Renovation	$8,847,800.00	Final Completion
P.001865-HVC	HVAC Improvements	$350,000.00	Construction
	Total Budget	**$9,197,800.00**	

Project Snapshot and Status Update

This section provides a summary of the project, including the project team, description of work, construction schedule, and current implementation status.

Project Team	**General Contractor:** Thornton Construction Company, Inc. **Project Consultant:** VIA Design Studio, LLC

Project Description	• Building envelope improvements
	  ○ Re-roofing Bldgs. 1-18
	  ○ Aluminum-covered walkway repairs
	  ○ Exterior painting
	• HVAC improvements
	  ○ Replacement of major mechanical equipment
	  ○ System-wide testing and balancing

Construction Schedule	**Construction Commencement Date:** September 20, 2019 **Substantial Completion:** January 15, 2025 **Final Completion:** September 19, 2025
Current Status	The construction phase is 100% complete. Substantial and Final Completion have been achieved, and all construction activities are finished. All closeout documentation, including as-built drawings, warranties, O&M manuals, lien releases, and required certifications, has been submitted and accepted. Final payment and release of retainage are pending Board approval.

Additional Backup:

List of Exhibits and Supporting Documents

- Closeout Documents
  - Document 00640: General Release and Full Release of Lien
  - Reduction of Retainage Certification Form
  - Consent of Surety to Final Payment
  - Policy 7005
  - OEF 110b
  - OEF 209
- LD Review Memo
- Collaboration Form

The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351 (754) 321-0505

Document 00640: General Release and Full Release of Lien

KNOW ALL MEN BY THESE PRESENTS,

That the undersigned: **Felipe Laserna, Vice President of Construction**

of: THORNTON CONSTRUCTION COMPANY, INC City of: OPA-LOCKA

County of: MIAMI DADE State of: FLORIDA

Herein referred to as "Contractor" executes this General Release and Full Release of Lien in favor of THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA of 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, herein referred to as "The School Board".

In consideration of the sum of:

Written Amount: **Sixty-nine thousand four hundred eighty-five and 39/100 dollars** Dollars

Figures: $ **69485.39**

receipt of which from The School Board is hereby acknowledged, Contractor for itself and its successors and assigns, has remised, released, and forever discharged, and by these presents does, for itself and its successors and assigns, does remise, release, acquit, satisfy, and forever discharge The School Board, its successors, employees, administrators and assigns, of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, which against The School Board or The School Board's successors, employees, administrators and assigns, Contractor ever had, now has, or over which Contractor's successors and assigns, hereafter can, shall or may have, for upon, or by reason of any matter, cause of thing whatsoever with regard to the project known as:

Forest Glen MS - SMART Program Renovation

In consideration of the above-said moneys, receipt of which from The School Board is hereby acknowledged, Contractor does hereby release and quit claim to The School Board, its successors and assigns, all claims liens, lien rights, claims or demands of any kind whatsoever which Contractor now has or might have against the building or premises situated at:

and legally described as:

6501 Turtle Run Blvd. Coral Springs, FL 33067

On account of labor performed and/or material furnished for the construction of any building thereon or in otherwise improving said property situated as above described. The Contractor further certifies that all lienors contracting directly with or directly employed by the Contractor have been paid in full and that all labor and materials furnished for said construction, including subcontractors employed by the undersigned, have been paid in full. The Contractor further authorizes the clerks of the County Records Division of Broward County, Florida to discharge the lien given to the undersigned in a claim of lien recorded in the Official Records of Broward County, Florida at Book____, Page _____ , executed by:

_____

on this 15 day of June , 2026 .

IN WITNESS WHEREOF,

Felipe Laserna has hereunto set its hand and seal

on this 15 day of June , 20 26.

(Corporate Seal)

Attest:

_____

(Secretary)

By: (Seal)

Felipe Laserna

Notarization

State of: FL)

County of: Miami-Dade)

Sworn to and subscribed before me, the undersigned authority, by Felipe Laserna.

who is personally known to me or did produce: FL ID

As identification and who did take an oath, acknowledged and subscribed the foregoing General Release and Full Release of Lien for purposes therein expressed.

Notary Public: _____ **Affix Seal**

Commission Expires on: 10.16.28

LISA SABATIER
Notary Public - State of Florida
Commission # HH 563643
My Comm. Expires Oct 16, 2028

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, FL 33311
TEL (754) 321-1500 • FAX (754) 321-1501

Reduction of Retainage Certification

Facility: Forest Glen Middle School
Project Name: Forest Glen MS - SMART Program Renovation
Contractor: Thornton Construction Company, Inc.
Project Manager: Jeanne Pimentel

Project No.: P.001865
Date: 6/15/2026
Location No.: 3051
Phase No.: 1

1. Current Level of Retainage 1 %
2. Proposed Level of Retainage 0 %
3. Retainage Reduction Ratio (RR) 1.00

(Item 1 - Item 2)
Item 1

Company Name of Entity to Receive Reduction of Retainage	Current Total Retainage	RR	Retainage to be Released
Thornton Construction Company Inc	$ 33,708.15	1.000	$ 33,708.15
Atlas Apex	$ 16,116.04	1.000	$ 16,116.04
Hyvac	$ 19,524.00	1.000	$ 19,524.00
Real Masters Constuction	$ 137.20	1.000	$ 137.20
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
Total	**$ 69,485.39**		**$ 69,485.39**

$ 69,485.39		1.00		$ 69,485.39		$ -
Current Total Retainage	x	Reduction Ratio	=	Retainage to be Released		Retainage Balance

The undersigned hereby certifies that they will release retainage being paid to them by the School Board of Broward County to their various subcontractors in accordance with the schedule above.

Company Name: Thornton Construction Company, Inc

Authorized Signature

Felipe Laserna, Vice President of Construction
Print Name

Bond Number: 8252-44-51

1310

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

(Instructions on reverse side)

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☑
OTHER ☐

TO OWNER:
(Name and address)
School Board of Broward County
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, FL 33351

ARCHITECT'S PROJECT NO.: P.001865

CONTRACT FOR:
Project No. P.001865 - Forest Glen Middle School - SMART Program Renovation

CONTRACT DATED: June 11, 2019

PROJECT:
(Name and address)
Project No. P.001865 - Forest Glen Middle School - SMART Program Renovation

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)
Federal Insurance Company
202B Hall's Mill Road
Whitehouse Station, NJ 08889

, SURETY,

on bond of
(Insert name and address of Contractor)
Thornton Construction Company, Inc.
13290 NW 42 Avenue
Opa-Locka, FL 33054

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)
School Board of Broward County
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, FL 33351

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: June 16, 2026
(Insert in writing the month followed by the numeric date and year.)

Federal Insurance Company
(Surety)

Marisol Mojica
(Signature of authorized representative)

Marisol Mojica, Attorney-in-Fact
(Printed name and title)

Attest: Courtney Progin
(Seal): Courtney Progin, Witness as to Surety

CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.

AIA DOCUMENT G707 • CONSENT OF SURETY TO FINAL PAYMENT • 1994 EDITION • AIA ©1994 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, NW, WASHINGTON, D.C. 20006-5292 • **WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.**

1311

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Ryan Gray, Marisol Mojica, Andreah Moran, Krystal L. Stravato, Jaclyn Maffey, Dipal Savaliya, and Kevin T. Walsh Jr. of Whippany, New Jersey; Andrea E. Gorbert and Mariya Leonidov of Jericho, New York; Neil C. Donovan and Gerard Leib of Berwyn, Pennsylvania -

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **27TH** day of **August, 2025.**

Rupert HD Swindells, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon SS.

On this **27TH** day of **August, 2025** before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Stacy J Loftin
NOTARY PUBLIC OF NEW JERSEY
No. 50175208
COMMISSION EXPIRES OCT 15, 2026

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this June 16, 2026

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

PAYMENTS TO CONTRACTOR DURING CONSTRUCTION

PER STATUTE F.S. 255.078, AND EXCEPT AS PROVIDED BELOW, CONSTRUCTION PAYMENTS ON PROJECTS UP TO FIFTY (50) PERCENT COMPLETION SHALL NOT EXCEED NINETY (90) PERCENT OF THE WORK COMPLETED OR MATERIALS PAID FOR AND PROPERLY STORED ON SITE, OR IN A BONDED WAREHOUSE.

PAYMENTS SHALL BE CONDITIONED UPON OWNER'S REPRESENTATIVE APPROVING PROGRESS OF WORK AND MATERIALS STORED, IN ACCORDANCE WITH THE EXECUTED CONSTRUCTION CONTRACT.

REDUCTION OF RETAINAGE:
PER STATUTE F.S. 255.078, RETAINAGE SHALL BE REDUCED TO FIVE (5) PERCENT AFTER THE PROJECT REACHES FIFTY (50) PERCENT COMPLETION. FURTHER REDUCTION OF RETAINAGE SHALL BE AUTHORIZED ONLY AFTER THE PROJECT ACHIEVES SUBSTANTIAL COMPLETION AND THE CERTIFICATE OF OCCUPANCY OR FORM OEF 110B HAS BEEN FULLY EXECUTED. THE RETAINAGE REDUCTION BELOW FIVE (5) PERCENT SHALL REQUIRE THE RECOMMENDATION OF THE SUPERINTENDENT OR DEPUTY SUPERINTENDENT OF FACILITIES AND CONSTRUCTION MANAGEMENT, AND BE AUTHORIZED BY BOARD ACTION.

REDUCTION OF RETAINAGE ON IDENTIFIABLE PHASED PROJECTS IS PERMITTED, PURSUANT TO THE RULES ABOVE. FOR PHASED PROJECTS, IF THE OVERALL CONTRACT VALUE EXCEEDS THE CONSTRUCTION COST LIMIT PER STATUTE F.S. 287.055; REDUCTION OF RETAINAGE ON INDIVIDUAL PHASES SHALL REQUIRE BOARD APPROVAL.

FINAL PAYMENT OF RETAINAGE:
THE CRITERIA AND CONDITIONS FOR FINAL PAYMENT OF THE RETAINAGE INCLUDE:

1. THE SCHOOL BOARD ACCEPTS THE FACILITY VIA AN EXECUTED FORM 110B.

2. ALL CONTRACTUAL OBLIGATIONS HAVE BEEN COMPLETED.

3. EXECUTED FORM OEF 209, OR WHEN AN OEF 209 IS NOT REQUIRED, CERTIFICATION OF COMPLETION BY THE ARCHITECT OR ENGINEER OF RECORD.

FINAL ACCEPTANCE AND RELEASE OF RETAINAGE ON PROJECTS WITH A CONSTRUCTION COST LIMIT PER F.S. 287.055 SHALL NOT REQUIRE BOARD APPROVAL. APPROVAL SHALL BE GRANTED BY THE DEPUTY SUPERINTENDENT OF FACILITIES AND CONSTRUCITON MANAGEMENT OR DESIGNEE, UPON RECEIPT OF THE EXECUTED CERTIFICATE OF FINAL INSPECTION OR CERTFICATE OF COMPLETION NOTED ABOVE. FOR THE PURPOSES OF THIS RULE, CONSTRUCTION CONTRACTS THAT DO NOT REQUIRE A CERTIFICATE OF OCCUPANCY SHALL BE CERTIFIED AS SUBSTANTIALLY COMPLETE BY THE ARCHITECT OR ENGINEER OF RECORD.

AUTHORITY: F.S. 1001.41 (1) (2)
F.S. 1013.50
F.S. 218.735 (8)
F.S. 255.078
F.S. 287.055
POLICY ADOPTED: 1/21/82; 5/19/88; 1/16/07

Return completed form as needed to:
Office of Educational Facilities
325 West Gaines Street, Room 1054
Tallahassee, Florida 32399-0400
(850) 245-0494
Fax (850) 245-9236 or (850) 245-9304

FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities

CERTIFICATE OF OCCUPANCY

OEF USE ONLY

INSTRUCTIONS: Submit one copy of the completed form for each project over $300,000. Reproduce this form in sufficient quantity for your use.

RE: School Board of Broward County (☒ School District ☐ Florida College)

P.001865 - Forest Glen MS - SMART Program Renovation (☒ School Name ☐ Campus)

Full Project - Entire Project — Description of Project

EFIS Number (if applicable)

In accordance with Section 1013.37(2)(c), Florida Statutes, and upon recommendation of the project architect/engineer and the certified inspector, as stated below, the subject project is ready for occupancy.

Signature: Dr. Howard Hepburn Date: 09.24.2025

☒ Superintendent ☐ President ☐ Designee

Intended Occupancy Date:

PROJECT ARCHITECT/ENGINEER AND CERTIFIED INSPECTOR I have inspected the subject project and, to the best of my knowledge and ability, I have determined that the safety systems* and the facility are in compliance with statutes, rules, and codes affecting the health and safety of its occupants; and that no asbestos-containing materials were specified for use in this building, nor to the best of my knowledge were asbestos containing materials used in the construction of this project.

Architect or Engineer of Record:

High Performance Green Building Standard Used [S. 255.2575(2), F.S.] — Rating Achieved

Name (Type or Print)	License #	Expiration Date
Ana Paula Ibarra	AR99750	02.28.2027

Signature: Ana Paula Ibarra

☒ Architect ☐ Engineer

Building Official:

Name (Type or Print)	License #	Expiration Date
Perla Tarrau-Ayala	BU1918	11.30.2027

Signature: Perla Tarrau-Ayala - 09.19.2025

Contractor:

Name (Type or Print)	License #	Expiration Date
THORNTON CONSTRUCTION COMPANY, INC.	CGC058425	08.31.2026

Threshold Inspector (if applicable):

Name (Type or Print)	License #	Expiration Date

Project Information As-built lowest floor elevation (for new construction) _____

Code/Edition 2017 Occupancy Type(s) Educational Construction Type(s) N/A Occupant Load N/A

Automatic Sprinkler System Required No District/Florida College Permit Number 3051 P001865

Special Permit Stipulations
N/A

*Safety systems include, but are not limited to: exiting; safety; rescue; fire rating; fire protection; means of egress; master valves; eye wash and dousing shower in science labs; emergency disconnects in shops; fume and dust collection systems; heat and smoke detectors, stage protection including curtain operation, smoke vent, sprinklers, etc.; kitchen hood; fire sprinklers; smoke venting; illumination of means of egress; emergency lighting; emergency power; exit lights; fire alarm systems with required incidental functions; fire extinguishers; fuel fired heaters; electrical illumination; electrical system required ventilation; toilet facilities; kitchen hot water supply; water supply; and sewage disposal as they apply to this project.

FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities

CERTIFICATE OF FINAL INSPECTION

TO: Office of Educational Facilities (OEF) 325 West Gaines Street, Room 1054 Tallahassee, Florida 32399-0400 (850) 245-0494 Fax (850) 245-9236 or (850) 245-9304	OEF USE ONLY
INSTRUCTIONS: Submit for OEF files one copy of the completed form for all projects with construction costs exceeding $300,000. Mark the appropriate term within the parentheses. Reproduce this form in sufficient quantity for your use. Section 1013.37(2)(c), F.S.	

RE: P.001865 — OEF Assigned Project Number

School Board of Broward County — (☒ School District ☐ Florida College)

Forest Glen Middle School — (☒ School Name ☐ Campus)

3051 — (☒ School ☐ College) Code Number

Forest Glen MS - SMART Program Renovation — Description of Project

SECTION A: BOARD'S ACCEPTANCE

Upon the recommendation of our Project (☒ Architect Engineer) as certified in Section B below, in accordance with Chapter 1013, F.S., THE BOARD ACCEPTED the above-referenced project on

Name (Type or Print) _____

Signature: _____ Date:
(☐ Superintendent ☐ President)

SECTION B: (☒ ARCHITECT ENGINEER) CERTIFICATION

As PROJECT (☒ ARCHITECT ENGINEER), I have inspected this project and, in my considered professional opinion, the work required by the contract for this project has been completed in accordance with approved contract documents; Chapter 1013, Florida Statutes; Rule 6A-2.0010, FAC; Chapter 553, F.S.; and the Florida Building Code.

Signature: Ana Paula Ibarra Date 10.21.2025

Firm Name: VIA DESIGN STUDIO, LLC

Address: _____
Street/P.O. Box City State Zip

SECTION C: ☒ Building Official ☐ Other (Specify) Certification _____

I have inspected the project, and in my considered opinion, it is complete and in accordance with applicable statutes, rules, and codes.

Name (Type or Print) Perla Tarrau-Ayala

Signature: Perla Tarrau-Ayala Date: 04.07.2026

☒ Building Official ☐ Certified Inspector

SECTION D: FACILITY INFORMATION.

1. TYPE OF PROJECT: New Plant Addition Remodeling Renovation	2. CORRECTED "SPACE INVENTORY REPORT" (land, building, room) HAS BEEN FILED WITH THE OEF: Yes No N/A If "No," explain:
3. SOURCE OF FUNDS: Local State Federal	4. ADJUSTED FINAL CONTRACT AMOUNT: $5,412,466.41
	5. PROJECT GROSS SQUARE FOOTAGE: SQ. FT.
	6. COST PER GROSS SQUARE FOOT: $
	7. COST PER STUDENT STATION: $

CERTIFICATE OF FINAL INSPECTION (CFI)

8. BUILDING CONTRACT DATE: COMPLETION DATE: 09.19.2025

9. CHANGE ORDERS - List of each Change Order and amount (excluding Direct Purchase amounts).

Change Order #	Change Order Amount
1	6,772.00
2	66,267.00
3	15,958.00
4	1,504.00
5	9,465.00
6	4,740.00
7	-95,185.01
8	-5,637.70

10. Date of Occupancy: 09.19.2025

11. Additional Information:

Established 1915
BROWARD
County Public Schools

AECOM
2301 NW 26th Street
Oakland Park, FL 33311
Tel: 1+754.321.4850

Date: May 26, 2026

To: Mark Dorsett, Chief Operations Officer – Task Assigned

Cc: Sonja Coley, Executive Director, Capital Programs
Philip Kaufold, BCPS Construction Manager
George Suarez, PMOR Director of Administration
Trevor Martin, PMOR Director of Construction
Blake Thorson, PMOR Team Leader

From: Michael McIntyre, PMOR Program Director

Subject: Review of Final Payment Amount for Release of Retainage
Forest Glen MS – Former SMART Program Renovations – P.001865
Thornton Construction Company, Inc.

MEMORANDUM

The following outlines the findings from our recent detailed review of the documentation and compliance with contractual obligations related to liquidated damages for the item referenced above:

The Current Retainage Held is **$69,485.39**.

A. **Contractor NTP:**	
Contractor NTP Commencement Date	September 20, 2019
Construction Duration to Substantial Completion (SC)	**430**
Contractual SC Date	November 23, 2020
Substantial Completion was achieved on January 15, 2025.	
B. **Number of Days from Contractual SC to Actual SC**	**1,514**
C. **Less Board-Approved Time Extensions:**	
PCO-4/CO-3 Board Approved 2021.07.20 Item # JJ-1	(90)
PCO-7/CO-8 Board Appoved 2024.12.17 Item # JJ-8	(663)
# of Assessed Days from Adjusted SC Date thru the Actual SC Date	**761**

Following the achievement of Substantial Completion, the project reflected a total of 761 calendar days beyond the adjusted Substantial Completion date after accounting for all Board-approved time extensions. In addition, 217 calendar days elapsed between Substantial Completion and Final Completion, exceeding the 30-day contractual closeout period. At the time, these days remained unassigned and unexcused, and liquidated damages were contractually assessable and were assessed in accordance with the contract.

Subsequent to the assessment, a comprehensive review of the project record was conducted. As no contemporaneous time impact documentation was submitted by the Contractor, the delay evaluation was performed through a retrospective analysis of the available project record. This review considered prior approved change orders and Time Impact Analyses (TIAs), monthly project update

reports, commissioning documentation, Test & Balance reports, Building Department inspection records, permit closeout documentation, schedule updates, and associated project correspondence.

Based on the documentation reviewed, the 761 unassigned calendar days were attributable to the continuing Outside Air (OA) system deficiencies previously assessed in PCO-4/CO-8.

Responsibility for the impact is as follows:

Item	Description	Rationale	Duration (CD)	Classification
1	Supplemental OA Deficiency Delay	The OA deficiency would have remained unresolved regardless of contractor performance; existing ductwork assemblies were physically incapable of delivering required airflow; Building Department acceptance remained contingent upon redesign and corrective infrastructure outside the original contract scope.	761	Excusable / Non-compensable
	Total Delay		**761**	

Based on the foregoing review and responsibility allocation summarized above, the 761 unassigned calendar days were attributable to a design deficiency involving the project's Outside Air (OA) ventilation system. The construction documents required the reuse of existing OA intake assemblies. During Test and Balance and commissioning activities, it was determined that those assemblies were incapable of delivering the ventilation quantities required for code compliance.

Because the system could not achieve the required airflow, commissioning could not be finalized, mechanical inspections could not be completed, and the Building Department withheld acceptance. Resolution of the condition required engineering analysis, clarification of the mechanical design approach, permit revisions, and the establishment of a separate corrective HVAC scope to address the non-compliant equipment. Until those corrective measures were defined and accepted by the authority having jurisdiction, Substantial Completion could not be certified.

The same unresolved ventilation condition continued to affect permit closeout following Substantial Completion. Final Completion could not be certified until the Building Department accepted revised documentation clearly delineating the non-compliant mechanical components within the designated corrective project and issued the OEF Form 110b Certificate of Occupancy.

Although isolated contractor performance matters were identified during portions of the review period, the project record does not support a determination that such matters independently controlled the critical path. The controlling constraint to both Substantial Completion and Final Completion remained the unresolved ventilation system deficiency and the associated regulatory approval requirements.

Pursuant to Article 4.04 of the Agreement Form, liquidated damages are assessable at Five Hundred Dollars ($500.00) per calendar day for failure to achieve Substantial Completion within the required time. Article 5.03 provides for liquidated damages of Five Hundred Dollars ($500.00) per calendar day for failure to achieve Final Completion within 30 calendar days thereafter. Based on the project

status at the time of certification, liquidated damages were assessed for a total of 978 calendar days (761 days to Substantial Completion and 217 days to Final Completion), totaling $489,000.

Upon retrospective review of the complete project record, the documentation does not support continued enforcement of those damages. The delays to both milestones resulted from the ventilation system design deficiency and the resulting regulatory requirements, rather than contractor-controlled performance. Accordingly, the full 978 calendar days are properly characterized as excusable, non-compensable delay attributable to design error and omission, and release of the retained funds is recommended.

The undersigned have reviewed the foregoing memorandum and provide direction regarding the recommendation to withhold release of retainage and apply the retained funds toward the assessed liquidated damages.

OR-PM Director, Recommendation	Michael McIntyre (Print Name)	(Signature)	5/26/26 (Date)
Executive Director, Capital Programs	Sonja V. Coley (Print Name)	(Signature)	5/27/26 (Date)
Superintendent or Designee	Mark D. Dorsett (Print Name)	(Signature)	6/9/26 (Date)

AECOM

Established 1915
BROWARD
County Public Schools

Final Scheduler Review Memo

Project: P.001865 Forest Glen MS - SMART Program Renovations

Reference: PCP - 1

May 11, 2026

Delivering a better world

Quality information

Prepared by	Checked by	Verified by	Approved by
George Suarez Director - Admin		Blake Thorson, PM	

Revision History

Revision	Revision date	Details
00	9-May-26	Original Version

Project Information

Project Details	
Owner:	Broward County Public School District
Project Number:	P.001865
School:	Forest Glen MS - SMART Program Renovation
Contractor:	THORNTON CONSTRUCTION COMPANY, INC.
Architect/Engineer (A/E):	VIA DESIGN STUDIO, LLC
Contract Details	
Scope of Work:	Building Envelope Improvements (Roof, Window, Ext Wall, etc.) Fire Sprinklers HVAC Improvements
Project NTP Date:	09.20.2019
Period of Performance:	430 days consecutive calendar
Original SC Date:	11.23.2020
Approved Time Extensions:	CO-3: 90 CD (Board Approved 20-Jul-21, Item JJ-1) — A/E Error CO-8: 663 CD (Board Approved 17-Dec-24, Item JJ-8) — A/E Error Total: 753 CD
Revised Substantial Completion:	12.16.2022
Actual Substantial Completion (110B):	09.19.2025
Actual Final Completion (209):	0
Time Impact Analysis (TIA) Details	
TIA Subject:	Req#01.P.001865..Project Closeout.Full Project
Date Submitted by Contractor:	08.07.2025 (Submit to BD)
Recommendation	
Acceptance/Rejection:	For Record / Subject to Separate Determination

Table 1 Project Information

1. Executive Summary

This Supplemental Time Impact Analysis (TIA) Summary establishes the final schedule position for the Forest Glen Middle School SMART Program Renovation project and documents the factors that contributed to the extended project duration beyond the previously approved CO-8 adjusted Substantial Completion date.

The intent of this memorandum is to:

- Document the continuing delay condition associated with the Outside Air (OA) system deficiencies,
- Establish the relationship between the fragnet delay logic and the critical path,
- Identify excusable and non-excusable delay responsibility,
- Provide justification for additional contract time consideration, and
- Support final reconciliation of Liquidated Damages (LDs) and project closeout.

This review is supplemental to the prior PMOR TIA Review associated with PCO-007 / CO-8 (Rev 02, dated October 2, 2024).

2. Contractual Time and Actual Completion

The Notice to Proceed (NTP) was issued on September 20, 2019.

- **The original Contract required:**
  - Substantial Completion: 430 consecutive days to November 23, 2020
  - Final Completion: 30 days later to December 23, 2020
  - Approved Time Extensions: 753 calendar days resulting in a Revised Substantial Completion date of December 16, 2022
  - Substantial Completion (via BD 110B) was achieved on September 19, 2025.

Previously approved time extensions included:

Change Order	Description	Days
CO-3	A/E Error	90 CD
CO-8	Outside Air / Mechanical Design Deficiency	663 CD
Total Prior Extensions		**753 CD**

The adjusted Substantial Completion date following CO-8 became December 16, 2022.

The project continued to experience critical-path impacts associated with the unresolved Outside Air (OA) deficiency, Test & Balance (T&B) non-compliance, commissioning coordination, and permit closeout activities beyond the adjusted CO-8 milestone.

The 01770e milestone for the project was achieved on January 15, 2025, representing the Contractor's contractual Substantial Completion designation and establishing the primary completion milestone utilized for this supplemental Time Impact Analysis (TIA) review.

The Building Final Inspection for the project was achieved on April 16, 2025, under Inspection #143408, Permit #1730510763, representing formal Building Department acceptance of the primary contract scope.

The Form 110b Certificate of Occupancy was signed by the Building Official on September 19, 2025, completing the final administrative closeout process associated with the primary contract and related carve-out coordination.

The period between the adjusted Substantial Completion date of December 16, 2022, and the contractual 01770e milestone of **January 15, 2025**, represents an additional delay of **761 calendar days** beyond the CO-8 adjusted Substantial Completion date.

Although Building Final and 110b milestones occurred after January 15, 2025, the 01770e milestone was utilized as the contractual endpoint for purposes of delay entitlement analysis.

3. Delay Event Description

The subject delay is associated with continuing Outside Air (OA) system deficiencies identified during Test & Balance (T&B), commissioning, and final Building Department acceptance processes. The original mechanical design specified that the new Air Handling Units (AHUs) would connect to existing OA intake ductwork, dampers, and assemblies that were physically incapable of delivering the required outside air quantities necessary to meet code-compliant ventilation requirements.

The deficiencies resulted in:

- Failed Test & Balance verification,
- Failed commissioning validation,
- Building Department rejection of permit closeout,
- Delayed 110b issuance,
- Multiple redesign and descoping efforts,
- A separate carve-out project for corrective work, and
- Extended critical-path impacts through contractual Substantial Completion and permit closeout activities.

The corrective work ultimately required:

- Demolition and replacement of 43 OA units,
- Installation of new G90 ductwork,
- Installation of 43 dampers,
- Installation of 13 louvers,
- Installation of additional access doors and return air components.

This corrective scope was executed under separate carve-out project P.001865-HVC because the work was not included in the original contract documents.

4. Impact on Critical Path

Pre-Delay Schedule Status (Data Date)

The adjusted Substantial Completion date established by CO-8 was December 16, 2022. The post-CO-8 schedule serves as the pre-impact baseline for this supplemental analysis. The controlling path following the adjusted Substantial Completion date consisted primarily of:

- Startup & Commissioning,
- Test & Balance,
- Final Mechanical Inspections,
- Building Department Acceptance,
- Permit Closure Activities, and
- 110b issuance.

The delay fragnet inserted into the analysis begins on December 17, 2022, and continues through January 15, 2025, representing the unresolved OA deficiency and associated permitting constraints.

The fragnet logic includes:

1. Continued failed T&B verification,
2. Mechanical redesign review,
3. Descoping and permit coordination,
4. Development of carve-out corrective project,
5. Building Department review and acceptance,

6. Contractual Substantial Completion / 01770e milestone achievement.

The delay remained continuously on the critical path because Building Department acceptance and permit closure could not occur until the OA deficiency was resolved.

5. Justification for Recommendation

PMOR reviewed the following project records and supporting documentation:

- Monthly Project Updates (December 2022 through September 2025),
- Prior TIA Review for CO-8,
- Final Commissioning Reports,
- JALRW EOR T&B Review,
- Building Department inspection records,
- Carve-out project documentation,
- GC schedule updates and XER files,
- Plan Change 11 / ASI 12,
- RFI #34,
- Thornton Notice of Default Response,
- Liquidated Damages Memorandum dated April 24, 2026,
- Document 01770e – Project Consultant's Letter Establishing Substantial Completion Date (Substantial Completion achieved January 15, 2025),
- Document 01770h – Project Consultant's Letter Establishing Final Completion Date (Final Completion achieved September 19, 2025).
- PMOR's analysis determined that the OA deficiency remained the sole controlling critical-path constraint throughout the supplemental analysis period..

The following factors support the recommendation:

1.1 A/E Design Deficiency

The original design reused existing OA assemblies that were physically undersized and incapable of delivering required code ventilation quantities.

1.2 EOR Confirmation

The Engineer of Record formally confirmed that the existing OA intake assemblies could not provide required airflow and required enlargement/replacement.

1.3 Carve-Out Project Scope

The corrective work required a separate project because the original contract documents omitted critical OA infrastructure.

1.4 Removal from Original Contract

Plan Change 11 / ASI 12 formally removed the corrective scope from the original contractor's scope of work.

1.5 Critical Path Validation

The Contractor's own contemporaneous schedules identified Startup & Commissioning activities as driving critical path activities.

6. Responsibility Matrix

The following matrix reflects net time impact allocation only associated with the recommended **761-calendar-day extension**. Durations shown represent apportioned responsibility for the net critical path delay after accounting for overlap, concurrency, and float consumption

Delay Component	Start	Finish	Duration	Classification	Responsibility
Original Contract Duration	9/20/19	11/23/20	430 CD	Baseline	—
CO-3 Extension	Various	Various	90 CD	Excusable	A/E
CO-8 Extension	Various	12/16/22	663 CD	Excusable	A/E
Supplemental OA Deficiency Delay	**12/17/22**	**1/15/25**	**761 CD**	**Excusable / non-compensable**	**A/E**

The supplemental fragnet inserted into the post-CO-8 adjusted schedule resulted in a net critical-path impact of 761 calendar days.

7. Concurrent Delay Analysis

PMOR identified limited contractor performance issues during portions of the analysis window, including:

- Incomplete installation of certain bid-set equipment,
- Delayed remobilization activities,
- Delayed pricing response to corrective work requests.

However, these issues did not independently extend the controlling critical path because the OA deficiency and resulting code non-compliance remained unresolved regardless of contractor execution status:

- The OA deficiency would have remained unresolved regardless of contractor performance,
- Existing ductwork assemblies were physically incapable of delivering required airflow,
- Building Department acceptance remained contingent upon redesign and corrective infrastructure outside the original contract scope.

Accordingly, no concurrent contractor-caused delay was found to offset the excusable nature of the delay. The Owner was also not found responsible for any portion of the supplemental delay.

8. Conclusion & Recommendation

This recommendation addresses time entitlement only and does not constitute entitlement to extended General Conditions, acceleration, disruption, or other compensable damages. The Outside Air deficiency attributed to A/E error and omission remained the controlling critical-path constraint from December 17, 2022 through the contractual 01770e Substantial Completion milestone achieved on January 15, 2025.

The project could not achieve acceptance or permit closure until the deficient OA infrastructure was redesigned and corrected through a separate carve-out project.

The delay is fully documented through:

- Monthly Project Updates,
- Building Department records,
- Commissioning reports,
- T&B reviews,
- A/E correspondence,
- Schedule records,
- Permit closeout documentation.

PMOR recommends granting Thornton Construction Company, Inc. an excusable, non-compensable time extension of 761 calendar days through the contractual 01770e milestone achieved on January 15, 2025.

Administrative closeout activities continued beyond January 15, 2025; however, the 01770e milestone was utilized as the contractual endpoint for purposes of delay quantification and entitlement evaluation.

This recommendation is attributable entirely to A/E error and omission. No Owner-caused delay was identified.

9. Definition

1. The term “longest-path” is defined as the interconnected chain of critical activities in which the total duration of that path is longer than any other path. For continuity of understanding across all present and forthcoming parties to view this document, the term “critical” will be used as the short form of the term “longest path.”
2. The term “unimpacted schedule” can be defined as the “base” schedule or latest Owner-accepted schedule prior to the start of the subject delay event.
3. The term “Excusable Delays” is defined as delays that are unforeseeable and beyond the control of the Contractor.
4. The term “Non-Excusable Delays” is defined as delays that are foreseeable or within the Contractor's control.
5. The term “days” refers to calendar days unless otherwise specified.

10. Disclaimer

This review is intended to be in accordance with specification section 01 32 16 Construction Schedule Critical Path Method-CPM and section 01 26 00 Change Modification Procedures of the contract documents. This review does not include verification of compliance with contractual instruments or any other management operations related to Change modification procedures. This review is not intended in any way to conflict with or misconstrue the program’s management or contractual instruments or processes for settling cost or time changes. This review does not include verification of the program’s change modification procedures. The findings, data, and recommendation contained in this review letter does not include or guarantee compliance with any local or international building code, or any validation that any referenced design is compliant with any engineering or architectural standards (building, structural, roofing, electrical, mechanical, plumbing, or any other construction discipline); this is the responsibility of the Owner and Authorities Having Jurisdiction. Any project delays, past, concurrent to, or future, other than the subject delay being reviewed herein, reflected in the Contractor’s construction schedule, are not approved or accepted because of comments or the recommendations contained throughout this review document. This review is intended to be independent in methodology and based on industry recommended practices for Time Impact Analysis, while also in orchestration with the stipulations and objectives of the above referenced program. AECOM notes that the analysis and report is quantitative in approach, not qualitative. Thus, any anecdotal reasoning or information that is counter to or outside of AECOM’s independent investigation, or counter to the recommendation contained herein, AECOM reserves the right to consider those at a later time.

Prepared by:

AECOM
George Suarez
cc: Blake Thorson, PM
PM Project Controls Group East Region
aecom.com

Copyright © 2024 by AECOM
All rights reserved. No part of this copyrighted work may be reproduced, distributed, or transmitted in any form or by any means without the prior written permission of AECOM.

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Final Acceptance, Release of Retainage
THORNTON CONSTRUCTION COMPANY, INC.
Forest Glen Middle School
P.001865

School Board Meeting: 07.28.2026

The financial impact of this item is $0.00.

This project has been appropriated in the Adopted District Educational Facilities Plan (September 3, 2025).

There is no impact to the project budget.

There is no budget authority impact for this item. The final payment for retainage of $69,485.39 will be released to Thornton Construction Company, Inc.

Department Name
Capital Budget

Department Head
Omar Shim, Director of Capital Budget

Omar Shim - 06/30/2026
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Facility Planning & Real Estate

Agenda Item Number:	JJ-5.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Facility Use Agreement with Inter Miami FTL Stadium, LLC

REQUESTED ACTION:

Approve the Facility Use Agreement (Agreement) between the School Board of Broward County, Florida (SBBC) and Inter Miami FTL Stadium, LLC (Inter) for the use of Inter Miami CF's Sports Field at the Florida Blue Training Center during the 2026-27 school year. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Facility Use Agreement

FINANCIAL IMPACT:

The financial impact to the District is $53,000. The source of funds is the District General Fund.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark Dorsett	Phone:	754-321-2659
Name:	Samantha Au	Phone:	754-321-2536

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Operations Officer - Task Assigned

Signature

Mark Dorsett, Chief Operations Officer - Task Assigned Jul 14,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark Dorsett
Title: Chief Facilities Officer (Task Assigned)
Phone: 754-321-2659

EXECUTIVE SUMMARY
Facility Use Agreement with Inter Miami FTL Stadium, LLC

Board Meeting Date: July 28, 2026

Requested Action:
Approve the Facility Use Agreement between The School Board of Broward County, Florida (SBBC) and Inter Miami FTL Stadium, LLC for the use of Chase Stadium's Sports Field during the 2026-2027 school year.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District 3	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	• Fort Lauderdale High School and Stranahan High School will utilize Chase Stadium's Sports Field for their home high school football games.
If the School Board votes "No"	• Fort Lauderdale High School and Stranahan High School will not utilize Chase Stadium's Sports Field for their home high school football games. They will have to play their home games at another high school location. The football schedules may have to be amended to accommodate all the schools' schedules.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 2: Equity
Measurable Outcome(s)/Return on Investment	• Fort Lauderdale High School and Stranahan High School will successfully host their home high school football games at Chase Stadium's Sports Field.

Background/History
Fort Lauderdale High School and Stranahan High School are comprehensive high schools that do have football stadiums on their respective school campuses. Both schools have a longstanding history of playing their home football games at a neutral site in the City of Fort Lauderdale. For decades, these games were at the former Lockhart Stadium. When the stadium was redeveloped in 2019, the District continued to enter into an annual

agreement with the City of Fort Lauderdale for the schools to play their home football games on the community field at the sports complex.

The Agreement presented today is for 10 high school football games to be played during September 2026 and October 2026.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	Agreement commences upon the date of the last signature on the Agreement ("Effective Date") through August 18, 2027
Multi-Year Agreement:	No
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Not Applicable

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. The financial impact to the District is $53,000.
2. The source of funds is the District General Fund.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
9/3/2026 - 8/18/2027	11 months	$53,000.00

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
FY 27	11 months	District General Fund	$53,000.00	N

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Fort Lauderdale High School and Stranahan High School
School Selection /Prioritization	Fort Lauderdale High School and Stranahan High School are the only high schools in the City of Fort Lauderdale that do not have stadium facilities on their campuses.
Community/ Stakeholder Engagement	Fort Lauderdale High School and Stranahan High School have a longstanding tradition of playing their home football games at a neutral site within the City of Fort Lauderdale. The community has expressed great interest in continuing this tradition for both schools. These communications were received via email communications and public comments at prior school board meetings.
End-User Input	Fort Lauderdale High School, Stranahan High School and their respective community stakeholders indicated their satisfaction with playing their home football games on the community field at the Inter Miami FTL Stadium.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Agreement

FACILITY USE AGREEMENT

Event: Broward County Public Schools High School Football Games / School Year 2026-2027

User: The School Board of Broward County, Florida ("SBBC")

Address: 600 SE 3rd Ave, Fort Lauderdale, FL 33301

Contact: Patricia Brown **Phone No:** +1 (954) 553 - 904 **Email:** patricia.ann.brown@browardschools.com

THIS FACILITY USE AGREEMENT ("Agreement") is entered into by and between Inter Miami FTL Stadium, LLC, a Delaware limited liability company ("Operator"), and the above-named user ("User"). In consideration of the respective covenants set forth herein, Operator and User agree as follows:

A. **Grant of License.** Subject to the basic terms set forth in Section B below and the terms and conditions attached hereto, Operator hereby grants to User the license to use the Premises (as herein defined) located at or near Inter Miami CF Stadium and its surrounding facilities in Broward County, Florida (the "Stadium") to conduct the above-referenced event (the "Event").

B. **Basic Terms.** The following basic terms shall apply to this Agreement:

1. Premises.

Authorized Area	Date	Time of Use	Purpose/Event
Inter Miami CF's Sports Field at the Florida Blue Training Center	September 3, 2026	5:30 p.m. – 10:00 p.m.	High School Football Game: Hollywood Hills vs Fort Lauderdale. Game to start at 7:00 p.m. Time of use is inclusive of event build.
Inter Miami CF's Sports Field at the Florida Blue Training Center	September 4, 2026	5:30 p.m. – 10:00 p.m.	High School Football Game: Plantation vs Stranahan. Game to start at 7:00 p.m. Time of use is inclusive of event build.
Inter Miami CF's Sports Field at the Florida Blue Training Center	September 10, 2026	5:30 p.m. – 10:00 p.m.	High School Football Game: Fort Lauderdale vs Forest Hill. Game to start at 7:00 p.m. Time of use is inclusive of event build.
Inter Miami CF's Sports Field at the Florida Blue Training Center	September 18, 2026	5:30 p.m. – 10:00 p.m.	High School Football Game: Stranahan vs Hollywood Hills. Game to start at 7:00 p.m. Time of use is inclusive of event build.
Inter Miami CF's Sports Field at the Florida Blue Training Center	October 2, 2026	5:30 p.m. – 10:00 p.m.	High School Football Game: Fort Lauderdale vs Pines Charter. Game to start at 7:00 p.m. Time of use is inclusive of event build.
Inter Miami CF's Sports Field at the Florida Blue Training Center	October 8, 2026	5:30 p.m. – 10:00 p.m.	High School Football Game: Stoneman Douglas vs Fort Lauderdale. Game to start at 7:00 p.m. Time of use is inclusive of event build.
Inter Miami CF's Sports Field at the Florida Blue Training	October 9, 2026	5:30 p.m. – 10:00 p.m.	High School Football Game: Stranahan vs Cardinal Gibbons. Game to start at 7:00 p.m. Time of use is inclusive of event build.

Center			
Inter Miami CF's Sports Field at the Florida Blue Training Center	October 16, 2026	5:30 p.m. – 10:00 p.m.	High School Football Game: Fort Lauderdale vs Coral Springs - Game to start at 7:00 p.m. Time of use is inclusive of event build.
Inter Miami CF's Sports Field at the Florida Blue Training Center	October 22, 2026	5:30 p.m. – 10:00 p.m.	High School Football Game: Stranahan vs. Blanche Ely – Game to start at 7:00 p.m. Time of use is inclusive of event build.
Inter Miami CF's Sports Field at the Florida Blue Training Center	October 29, 2026	5:30 p.m. – 10:00 p.m.	High School Football Game: Fort Lauderdale vs Stranahan – Homecoming Game - Game to start at 7:00 p.m. Time of use is inclusive of event build.

2. Term. The term of this Agreement shall commence upon the data of the last signature below and conclude on August 18, 2027.

   a. Load-In Date/ Start Time: 5:30 p.m. on each Event date.

   b. Event Date/Time: September 3, September 4, September 10, September 18, October 2, October 8, October 9, October 16, October 22, October 29 of 2026. (5:30 p.m. – 10:00 p.m. for all dates, with event starting at 7:00 p.m.), pursuant to the Table in B(1).

   c. Load-Out Date/End Time: 9:01 p.m. – 10:00 p.m. on each Event Date.

3. Estimated Fee. The estimated fee for SBBC under this Agreement **is Fifty Three Thousand and 00/100 Dollars ($53,000.00).** This amount reflects Operator's estimated costs for each Event and may increase or decrease pursuant to section 4(c).

   a. Estimated Fee per Event. The Estimated Fees for the events specified below may increase or decrease pursuant to section 4(c).

      i. Football Game: **Five Thousand and 00/100 Dollars ($5,000.00).**

         - The parties agree that the fee for the Stranahan vs. Blanche Ely football game on October 22, 2026 shall be **Six Thousand Five-hundred and 00/100 Dollars ($6,500.00)**.

      ii. Homecoming & Playoff Game: **Six Thousand Five-hundred and 00/100 Dollars $6,500.00.**

   b. Holdover Fee. The Holdover Fee at Operator costs is estimated at Sevent Hundred Fifty and 00/100 Dollars ($750.00) per hour.

   c. Payment Schedule. SBBC shall make payment to Operator as specified below:

Amount Payable	Payment Due Date
Payment of all Fees for all Events through November 1, 2026	December 1, 2026

4. Additional Terms.

a. User shall submit a detailed written Event Plan to Operator prior to the Event, which shall be subject to Operator's written approval.

User and Stadium representative will conduct a walk-through prior to and after each load-in/load-out to ensure no damage resulted from participants or vendors. Any failure to conduct such walk-through in no way relieves User of any responsibilities relating to damage caused by User or its vendors or invitees.

b. Each Event above is budgeted for up to Six Hundred (600) attendees. If any Event is expected to exceed Six Hundred (600) attendees, User shall notify Operator in a timely manner so that Operator can staff the Event accordingly. Should this occur, operating expenses shall increase accordingly.

c. User shall be required to purchase or possess comprehensive liability insurance coverage as described in Section 3(d) of **Exhibit A**, as modified by **Exhibit B.**

C. **Incorporation by Reference. Exhibits A and B,** attached hereto, are incorporated into this Agreement by reference.

IN WITNESS WHEREOF, User and Operator have executed this Agreement as of the date of the last signature set forth below.

INTER MIAMI FTL STADIUM, LLC,
a Delaware limited liability company

By: Jeff Henry
Jeff Henry (May 14, 2026 16:11:58 EDT)
Name: Jeff Henry
Title: Senior Director
Date: 05/14/2026

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2026.05.15 09:39:12 -04'00'

_____
Office of the General Counsel

TERMS AND CONDITIONS

1. Premises. Pursuant to the license granted hereunder, User may use only that portion of the Stadium described in Paragraph B.1 above (the "Premises") that is necessary for the presentation of the Event. User's use of the Premises is limited to preparation for and conduct of the Event. User acknowledges that Operator and other tenants or users are entitled to use the Premises and other portions of the Stadium premises during the Term (as herein defined).

2. Term. The term of User's use of the Premises hereunder (the "Term") shall commence and end on the date and at the times set forth in Paragraph B.2, above. The Event shall be conducted by User and the Premises shall be open to User's patrons, guests and invitees only on the date and at the times set forth in Paragraph B.2 above.

3. Fees; Deposits.

(a) Fee. As consideration for User's use of the Premises and the reservation of the Premises for User's use, User shall pay to Operator the Event Expenses (as herein defined), a non-refundable fee equal to the sum set forth in Paragraph B.3 above, plus (if applicable) Florida sales/use tax (the "Fee").

(b) Holdover Fee. In the event User, the Related Persons or any property brought onto the Premises by User and/or the User Properties occupies the Premises beyond the expiration of the Term, User shall pay to Operator, in addition to any other amounts payable hereunder, an additional fee (the "Holdover Fee"), which shall be equal to the amount set forth in Paragraph B.3.a, above.

(c) Security/Damage Deposit. User shall pay to Operator, in addition to any other amounts due hereunder, a security deposit in the amount set forth in Paragraph B.4 above (the "Security/Damage Deposit") as security for User's payment and other obligations hereunder. Operator shall deduct from the Security/Damage Deposit any amounts payable by User hereunder, including but not limited to any Event Expenses and Restoration Expenses (as herein defined), prior to the return of any Security/Damage Deposit balance, which shall occur within sixty (60) days following the conclusion of the Term. No interest shall accrue on the Security/Damage Deposit.

(d) Insurance. User at its sole expense, shall obtain and keep in full force and effect during the Term, the following types and amounts of insurance with an insurance carrier or carriers rated A:X or better, according to A.M. Best Company Rating Guide, duly registered with the Secretary of State and authorized to conduct business in the State of Florida: (i) Commercial general liability insurance (occurrence insurance) including, without limitation, personal injury, property damage and contractual liability (applicable to the indemnity provisions of this Agreement), with minimum limits of Two Million Dollars ($2,000,000) each occurrence and Four Million Dollars ($4,000,000) aggregate; (ii) Workers' compensation insurance, including employer's liability, complying with the statutory requirements of the State of Florida; (iii) Auto liability insurance for any owned, hired and non-owned vehicles with a minimum limit of One Million Dollars ($1,000,000) each accident; and (iv) Ten Million Dollars ($10,000,000) umbrella liability coverage combined single limit no more restrictive than the underlying Commercial general liability, Automobile liability and Workers' compensation employer's liability policies. User shall cause all insurance policies required hereunder to: (a) name Inter Miami FTL Stadium, LLC and the other Released Parties as additional insured (except with respect to the Workers' compensation insurance policy); (b) provide that no material change, cancellation or termination of such policies shall be effective until at least thirty (30) days after receipt of written notice thereof by Operator; (c) include a waiver of subrogation rights in favor of Operator and the other Released Parties; (d) be primary to all other coverage Operator and the other Released Parties may have; (e) not require that Operator or the other Released Parties pay or be liable for any premiums or deductibles with respect to such insurance; and (f) any self-insured exposure shall be deemed to be an insured risk under this Section 3(d). The beneficiaries of such insurance shall be afforded no less insurance protection as if such self-insured portion was fully insured by an insurance company of the quality and caliber required hereunder (including, without limitation, the protection of a legal defense, by attorneys reasonably acceptable to the Released Parties, and the payment of claims within the same time period that a third party insurance carrier of the quality and caliber otherwise required hereunder would have paid such claims). Waiver of subrogation pursuant hereunder shall be applicable to any self-insured exposure. Any and all deductibles and/or self-insured retentions in the above described insurance policies shall be assumed by, for the account of User and at their sole risk and expense as the case may be.

(e) At least ten (10) days prior to commencement of the Term, User shall furnish Operator with a certificate of insurance evidencing the insurance coverage required hereunder.

(f) If User does not comply with the above insurance requirements and deliver to Operator evidence in accordance with this Agreement, then in lieu of other remedies for default, Operator may at its sole discretion (but is not required to), obtain insurance from an insurer of Operator's choosing, in such forms and amounts as Operator deems reasonable to protect Operator's interests (collectively "Event Insurance"). Event Insurance will cover the Premises, Operator and its affiliates; it will not name you as an insured and will be subject to cancellation at any time. In the event Operator procures the Event Insurance, User agrees to pay Operator for such Event Insurance (collectively "Insurance Charges") that include an insurance premium that may be higher than if you maintained the required insurance separately, commission, billing and processing fees; any or all of which may generate a profit to Operator.

4. Indemnification; Release

(a) To the fullest extent permitted by law, User shall defend, indemnify and hold harmless the Released Parties (as defined below) from and against any and all claims, losses, expenses (including reasonable attorneys' fees) or liabilities (collectively, "Claims") of any kind arising from or in any way related to: (a) the use of the Premises or any part thereof hereunder by User and/or the Related Persons, including, without limitation, the presentation of or preparation for the Event, even if such Claim is caused by Operator's negligence; (b) the promotion or advertisement of the Event, (c) any visual or audio depictions of the Event, including, without limitation, claims for copyright or trademark infringement; (d) the breach by User of any term, condition, covenant, representation or warranty contained in this Agreement, or (e) personal injuries and/or death, including without limitation any Claims related to COVID-19 exposure on the part of User and/or the Related Persons (as defined below), **REGARDLESS OF WHETHER SUCH CLAIMS ARISE OR ARE ALLEGED TO ARISE FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF OPERATOR AND/OR THE OTHER RELEASED PARTIES**. As used herein: "Related Persons" means User, User's invitees, Event participants, User working staff, including subcontractor staff and volunteers, and other persons acting or purporting to act on User's or their behalf. "Released Parties" means: (i) Inter Miami FTL Stadium, LLC, Inter Miami CF, LLC, Inter Miami Soccer Holdings, LLC, Inter Miami Training Center, LLC, Inter Miami Stadium LLC, Inter Miami Marketing, LLC, Miami Beckham United, LLC, Fort Lauderdale USL, LLC, Inter Miami Academy, LLC, City of Fort Lauderdale, Major League Soccer and its other professional member clubs, and each of their respective direct and indirect affiliates, administrators, designees, licensees, agents, owners, officers, directors, employees, contractors (and all employees of such contractors) and other personnel; (ii) the direct and indirect owners, lessees and sublessees of the Stadium and related Stadium grounds (including, without limitation, parking areas and entry gates); (iii) all third parties performing services at the Stadium; and (iv) any parents, subsidiaries, affiliated and related companies and officers, directors, owners, members, managers, partners, employers, employees, agents, contractors, sub-contractors, insurers, representatives, successors and/or assigns of each of the foregoing entities and persons, whether past, present or future and whether in their institutional or personal capacities.

(b) On behalf of User and User's Related Persons User acknowledges and assumes the inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and those with underlying medical conditions are especially vulnerable. On behalf of User and User's Related Persons, User releases (and covenants not to sue) each of the Released Parties with respect to any and all Claims that User or any of User's Related Persons may have (or hereafter accrue), against any of the Released Parties, that relate to any of the risks, hazards and dangers described above, including without limitation any and all Claims that arise out of or relate in any way to (a) User or User's Related Persons' exposure to COVID-19; (b) User or User's Related Persons' entry into,

or presence within or around, the Stadium (including all risks related thereto, and including without limitation in parking areas, the Premises, or entry gates) or compliance with any protocols applicable to the Stadium; or (c) any interaction between User and any personnel of any of the Released Parties present at the Stadium, in each case whether caused by any action, inaction or negligence of any Released Party or otherwise.

5. Event Expenses.

(a) Additional Event Expenses. In addition to the Fee, User shall compensate Operator for all costs incurred by Operator, any additional fees or charges due hereunder for accommodations, service fees, Restoration Expenses (as herein defined) or any other services or facilities furnished by Operator to User in connection with the Event, or other costs incurred by Operator on User's behalf hereunder (collectively, "Event Expenses").

(b) Event Staffing. Except as expressly provided herein or as otherwise determined by Operator in its sole discretion, all staffing personnel for the Event shall be provided by Operator. The estimated cost of any such staff provided by Operator ("Event Staffing") shall be an Event Expense and such cost shall be paid by User to Operator in accordance with Section 5(d) below. Operator may, in its sole discretion, procure security staff at User's expense and designate such security staffing expenses as Event Expenses if Operator determines, in its sole discretion, that User's security staffing plan is inadequate to ensure the safe and efficient operation of the premises and the Event. User acknowledges and agrees that it may not provide any other staffing personnel for the Event without Operator's prior written consent. Operator has final determination of Event Staffing levels as required to ensure the safety and efficient operation of Premises and the Event. Operator shall have the right to supervise User on the Premises and suspend or restrict User's activity on the Premises if Operator reasonably determines that User's activities present a danger or safety hazard to any persons or property thereon.

(c) Restoration Expenses. User shall pay to Operator, as part of the Event Expenses, the cost of any repair or restoration of the Stadium or Premises or any equipment or other personal property located in or about the Stadium or Premises necessitated by any damage, loss or theft incident to the use of the Premises by User or the other Related Persons (collectively, "Restoration Expenses").

(d) Payment. No later than seven (7) business days prior to the commencement of the Term, User shall pay to Operator any additional Event Expenses. Any actual Event Expenses not pre-paid by User hereunder shall be paid by User, without any set-off, abatement or deduction, within ten (10) business days after presentation of an invoice by Operator. Unless specifically agreed to in writing by Operator and subject to such additional costs that Operator may charge, in its discretion, Operator shall not be required to bill User using User's or any third party billing portal or program. In no event shall the use by Operator of User's or any third party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms.

6. Advertising; Media. User may not use the names, logos or trademarks of the Stadium, Operator or any of the other Released Parties without the prior written approval of Operator. Any such use of the Stadium name or event location must refer to the Stadium by its full name. Advertising in or about the Premises by User is prohibited. User shall not display, post or erect any decorations, signs, placards, banners, advertisements or posters in or about the Premises without Operator's consent. Any use of outside media at or relating to the Event shall be subject to Operator's prior written approval.

7. Photography: Operator authorizes User, its assigns, licensees, successors in interest and legal representatives, to: (a) enter upon, use and photograph Premises as described in Paragraph B.2, whether by itself, in combination with other sets and/or locations and/or otherwise as User determines in its sole discretion, during the Term, by any means, methods and devices; (b) bring all necessary personnel, equipment and sets onto the Property for such purpose(s) during such period(s); and (c) copyright, publish, and use for event advertising, trade, promotion, exhibition, or any other lawful purpose, images of the Premises; provided, that Operator (or its designees) shall not from airbrush, delete or otherwise remove or obscure the Stadium name, Stadium logos, or other Stadium or facility naming rights partner signage on or near the Premises, from such photographs, videos or other images, and further provided such images shall be used solely to create generic stadium photographs. User acknowledges and agrees that User shall be solely responsible for obtaining any and all permissions and consents to include (i) any Operator marks or third party marks, including, without limitation, the name of the Stadium's naming rights sponsor (currently, AutoNation), or (ii) any art located in the Stadium, including, but not limited to paintings, sculptures and murals (collectively, the "Stadium Art"), in any images or recordings (in any manner or form). User shall not feature any Stadium Art, or depictions thereof, in any commercial advertisement or promotion for a product or service, whether of an individual or a business entity without the prior written consent of all necessary third parties. User authorizes Operator to freely photograph and otherwise record visual or audio depictions of the Event and hereby grants to Operator and its designees a perpetual, worldwide and royalty-free license to copyright, publish, and use such photographs, recordings and depictions in all forms and media and in all manner for advertising, trade, promotion, exhibition, or any other lawful purpose in Operator's sole discretion.

8. Intentionally Omitted.

9. Parking and Concessions.

(a) Parking. Any parking services and charges during the Term may be provided by Operator in its sole discretion, and User may not charge persons for parking on the Premises or contract with any third party to provide parking personnel or parking services without Operator's prior written approval.

(b) Concessions. User acknowledges that Operator has granted the right to operate and conduct the consumable and non-consumable concession operations at the Stadium to Spectra or to successor concessionaires. It is contemplated that User shall enter a separate catering contract with Spectra for food and beverage to be served during the Events. User shall not distribute, whether on a complimentary basis or otherwise, any consumable products on the Premises without the prior written approval of Operator.

10. User's Property; Safety. No User property or equipment will be permitted onto the Stadium or the Premises without Operator's consent. All property caused or permitted to be placed on the Premises or in the Stadium by User or any of the other Related Persons shall be at their sole risk, and Operator shall have no liability arising there from. User and all other Related Persons shall abide by all Stadium rules and regulations. Authorized employees, agents and contractors of Operator shall have free access to all parts of the Premises at all times. Operator may order evacuation of the Premises or cause to be removed there from any persons or property as Operator deems necessary to secure the safety and welfare of persons or property.

11. Coordination with Other Events & Activities. User acknowledges that certain other events and activities (including, without limitation, construction activities and other Stadium events) will be occurring at or near the Premises during the Term. User agrees to coordinate its use of the Premises with Operator and any other Stadium users designated by Operator so as to minimize interruption to such other events and activities to the greatest extent possible. User further acknowledges and agrees that Operator's construction activities may result in road closures, loud noises, limited access to certain portions of the Stadium and the Premises, and the presence of dust and debris. User shall advise all Related Persons of such construction activities and take reasonable precautions to ensure the safety of Related Persons while on the Premises, including, without limitation, conducting an inspection prior to the commencement of the Event to ensure that the Premises and surrounding areas are fit and suitable to host the Event. Except as expressly provided herein, the conduct and all aspects of the Event shall be subject to Operator's prior approval. Any activities that will result in loud or sustained noise must be approved by Operator prior to the Event. Notwithstanding anything to the contrary, Operator reserves the right, at Operator's sole discretion, to require such activities to cease immediately at any time. As between Operatorand User, User shall be solely responsible for the conduct and activities of artists, players, participants, performers, exhibitors and/or other persons participating in the Event.

12. Compliance with Laws. User agrees to use and occupy the Premises, and conduct the Event and its activities hereunder, in compliance with all federal, state and local laws, ordinances and regulations, including, but not limited to the obtaining of any necessary permits prior to the commencement of the Term, and compliance with the Americans with Disabilities Act (ADA), and User shall cause all of the other Related Persons to comply therewith. In addition, User shall obtain all licenses, permits and union and trade organization clearances required for the use of the Premises and/or for the exhibition, playing, showing or presentation of any visual or sound compositions or productions, including any licenses required from ASCAP, BMI, SESAC or other applicable entity. User agrees to pay all

royalties, license fees and other charges accruing by reason of any music, live or recorded, or other entertainment of any kind played, staged or produced by or on behalf of User, its agents, employees, licensees, performers or contractors, on the Premises.

13. Force Majeure. Operator may terminate this Agreement at any time without incurring any Liability (as defined below), by providing written notice to User, if (A) Operator cancels any portion or all of the Event or its use of the Stadium in light of any act of God (including, but not limited to, hurricane, flood or other natural disaster), labor dispute, labor shortage, change in current laws, rules or regulations, civil disturbance, actual or potential war (declared or undeclared), terrorism (or threat of terrorism), curtailment of transportation facilities, medical epidemic or other public health crisis, national emergency, government rule or regulation or any other reason beyond the control of Operator (each, a "Force Majeure Event") or (B) Operator reasonably determines that, due to a Force Majeure Event or some other cause, it is inadvisable, impractical or impossible for Operator to host the Event or use the Stadium. For purposes of this paragraph, "Liability" shall mean any responsibility, obligation or liability (financial or otherwise) of any kind, including, but not limited to, any responsibility, obligation or liability under this Agreement or at law with respect to any and all claims, expenses, charges, damages (including special, incidental, direct and consequential damages), penalties and/or fees.

14. Conflict with MLS or Other Major Events. User acknowledges that this Agreement shall solely serve as an indication of interest to use the Premises for the Event. However, this Agreement shall not bind Operator or create any right or privilege for User to use the Premises until the date that is ninety (90) days prior to the Event Date (the "Effective Date"). Until the Effective Date, Operator may terminate this Agreement, upon return of the Security Deposit and all collected Fees and Event Expenses to User, or may relocate the Event to a reasonably acceptable alternate Premises, or may offer an alternate Event Date in the event that Operator, Inter Miami CF, the MLS or any future tenant, licensee or user of the Stadium or its surrounding facilities has a scheduled game, concert or other event (including, without limitation, construction activities) that conflicts with the Event Date, the Start Time or End Time. In the event of such termination, Operator's only obligation shall be to refund any Fee and Event Expenses paid by User to Operator as of the date of termination, and User shall be exclusively responsible for any other expenses associated with or arising from such termination, including, without limitation, refunding any amounts due to customers, participants, artists, and any staff not provided by Operator. After the Effective Date, Operator may relocate the Event, as reasonably determined by Operator, to an alternate Premises, or may offer an alternate Event Date in the event that Operator, Inter Miami CF, MLS, or any future tenant, licensee or user of the Stadium has a game, concert or other event (including, without limitation, construction activities) that conflicts with the Event Date, the Start Time or End Time.

15. Default. If User shall fail to perform or observe any term, covenant, condition or agreement to be performed or observed by User hereunder, Operator may: (a) terminate this Agreement and any or all of User's rights hereunder; (b) retain the Fee and Security/Damage Deposit as liquidated damages; and/or (c) remove any and all persons or property from the Premises and/or store or dispose of any property of User or the other Related Persons on the Premises as a set-off against monies owed by User to Operator hereunder, all at User's expense. Each remedy provided by this Section shall be cumulative to any other rights or remedies.

16. No Refund upon Termination. User acknowledges that Operator has reserved the Premises for use by User during the Term and, consequently, Operator is precluded from licensing the Premises to other users or scheduling other events to be held at the Premises during such period. Accordingly, the parties acknowledge and agree that, in the event (a) Operator terminates this Agreement pursuant to Section 13 above or (b) User terminates this Agreement or fails or refuses to use, or cancels its use of, or as a result of an Event of Force Majeure is prevented from using, the Premises, then User nevertheless shall be fully liable for, and not entitled to a refund of, the Fee, in addition to any Event Expenses payable by User or other costs incurred by Operator in connection with this Agreement

17. Renovations. In the event that Operator's ongoing Stadium renovation and construction projects render the Premises unavailable during the scheduled date of the Event, with such determination of unavailability to be made by Operator in its sole discretion, then Operator shall have the right to terminate this Agreement or relocate the Event, upon written notice to User. In the event of such termination, Operator's only obligation shall be to refund any Fees and Event Expenses paid by User to Operator as of the date of termination, and User shall be exclusively responsible for any other expenses associated with or arising from such termination, including, without limitation, refunding any amounts due to customers, participants, artists, or any staff not provided by Operator.

18. Assignment. User shall not assign this Agreement or any right or obligation herein, nor grant any license with respect to the Stadium or any part thereof.

19. No Liens. User shall not encumber, lien or permit any liens or encumbrances to attach to the Premises, the Stadium or any other real or personal property owned or operated by Operator. In the event that this paragraph is violated, User shall, at its sole expense, cause such liens or encumbrances to be immediately waived, released or otherwise discharged.

20. Legal Proceedings. The prevailing party in any action arising under this Agreement shall be entitled to recover its reasonable attorneys' fees and expenses, including through all appeals. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Florida. All legal proceedings arising under this Agreement shall be conducted in the courts situated in Miami-Dade County, Florida, which courts shall have exclusive venue and jurisdiction.

21. Notices. Any notice required hereunder shall be in writing and given by (a) hand-delivery by messenger or courier service (including overnight mail service), or (b) certified mail (postage prepaid), return receipt requested, addressed as follows: If to Operator, to Inter Miami CF, 800 Douglas Road, 7th Floor, Miami, Florida 33134, Attn: Legal Department; and if to User, to the contact person for User set forth on the first page of this Agreement at the address set forth therein. Notice shall be deemed delivered on the date of delivery.

22. Miscellaneous. (a) Waiver of one or more terms or conditions of this Agreement by either party shall not be deemed a modification or waiver of any other provisions of this Agreement. (b) This Agreement may only be altered or amended by an instrument in writing properly executed by both parties. (c) This Agreement embodies the entire agreement of the parties hereto and no representation, inducements or agreements, oral or otherwise, between the parties not contained and embodied herein shall be of any force and effect. (d) The parties acknowledge that Operator makes no representation or warranty regarding the physical condition of the Premises or its fitness for any particular use or purpose. (e) All matters not expressly herein provided for shall be in the discretion of Operator and all rights not expressly granted to User are reserved to Operator. (f) User is not permitted to sell or distribute any merchandise or other items to any Related Persons.

EXHIBIT A

The School Board of Broward County, Florida ("SBBC")
Addendum to Inter Miami FTL Stadium, LLC ("Operator"):
TERMS AND CONDITIONS

Notwithstanding any provisions in the Facility Use Agreement and the Operator's Terms and Conditions "**Exhibit A,**" this Addendum hereby modifies **Exhibit A** by interlineation as follows:

1. The first sentence of Section 3(d) of **Exhibit A** to the Agreement shall be deleted in its entirety and replaced with the following:

    a. Self-Insurance. User is a self-insured political subdivision of the State of Florida. User's liability program will operate in accordance with Florida Statute 768.28 and provide statutory limits for liability without waiver of sovereign immunity. The user's liability program is a fully funded self-insured program and administered by a third-party.

2. Section 3(f) of **Exhibit A** to the Agreement is stricken in its entirety.

3. Section 4(a) of **Exhibit A** to the Agreement is modified as follows:

    a. The final clause in subsection (a) commencing with: "even if such Claim is caused. . ." is stricken in its entirety from Section 4(a).

    b. The final clause in subsection (d) commencing with "regardless of whether such claims arise…" is stricken in its entirety from Section 4(a).

4. The final sentence of Section 20 of **Exhibit A** is stricken in its entirety and replaced with the following:

    a. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the Unit-ed States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

5. The following provisions are hereby added to **Exhibit A** of the Agreement:

EXHIBIT B

a. Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

b. No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

c. No Third-Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

d. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

e. Agreement Administration. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

f. Annual Appropriation. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been al-located. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

EXHIBIT B

g. Affidavit Regarding the Use of Coercion for Labor and Services. Pursuant to Section 787.06(13), Florida Statutes, Operator, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of Operator under penalty of perjury stating that Operator does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject Operator to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if Operator is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with Operator's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

h. E-Verify. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC will immediately terminate this Agreement. Termination pursuant to this section is not a breach of this Agreement and may not be considered as such.

i. Public Records. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Operator shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Operator shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Operator shall 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 the Agreement's term and following completion of the Agreement if Operator does not transfer the public records to SBBC. Upon completion of the Agreement, Operator shall transfer, at no cost, to SBBC all public records in possession of Operator or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Operator transfers all public records to SBBC upon completion of the Agreement, Operator shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Operator keeps and maintains public records upon completion of the Agreement, Operator shall meet all applicable requirements for retaining public records. All records stored electronically

EXHIBIT

must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300 OPTION #5, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

j. Entirety of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

6. The Agreement is hereby modified as applicable by the terms herein. Except as expressly modified hereby, the Agreement shall remain in full force and effect.

EXHIBIT B

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Facility Planning & Real Estate

Agenda Item Number:	JJ-6.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

ROCS Ground Lease Agreement

REQUESTED ACTION:

Approve the Resident on Campus Security (ROCS) Ground Lease Agreement (New Agreement) between the School Board of Broward County, Florida (SBBC), and Nicholas De Quarto (Lessee). District 1

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Ground Lease Agreement

FINANCIAL IMPACT:

Financial impact to SBBC is a subsidized cost of $1,492.77 with a cost escalation of three percent (3%) annually.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark Dorsett	Phone:	754-321-2659
Name:	Samantha Au	Phone:	754-321-2536

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Operations Officer - Task Assigned

Signature

Mark Dorsett, Chief Operations Officer - Task Assigned Jul 14,

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark D. Dorsett
Title: Chief Facilities Officer – Task Assigned
Phone: 754-321-4753

EXECUTIVE SUMMARY

ROCS Ground Lease Agreement

Board Meeting Date: July 28, 2026

Requested Action:
Approve the Resident on Campus Security (ROCS) Ground Lease Agreement (New Agreement) between the School Board of Broward County, Florida (SBBC), and Nicholas De Quarto (Lessee).

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District 1	
School Board Policy Requirement	• N/A
Statutory Requirement	• Section 1013.15, Florida Statutes
If the School Board votes "Yes"	• A "Yes" vote by the SBBC will permit Nicholas De Quarto to reside at the subject leased grounds from the effective date of the New Agreement through February 21, 2031, which aligns the expiration date with the expiration date of the 25 ROCS Ground Lease Agreements that were approved by SBBC at the December 16, 2025 Regular School Board Meeting (RSBM). Additionally, the approval of the New Agreement will allow Mr. De Quarto to perform the obligations of the ROCS officer delineated in the New Agreement.
If the School Board votes "No"	• A "No" vote by the SBBC will prevent the New Agreement from taking effect, thereby prohibiting Nicholas De Quarto from relocating his mobile home onto Broward County Public Schools (BCPS) real property, and residing on the in the mobile home. Additionally, the non-approval of the New Agreement will not allow Mr. De Quarto to perform the obligations of the ROCS officer delineated in the New Agreement, and the subject ROCS location will not have a ROCS officer on site.

Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• ROCS Officer presence on BCPS campus after hours and related benefits of such presence. • Verifiable results that the ROCS Officers satisfied obligations called for in the New Agreement, such as, but not limited to serving as mentors to BCPS students at the school campus.

Background/History

The ROCS program began in the early 1980s to deter theft, vandalism, and trespassing after school hours by allowing law enforcement officers to place their mobile homes on select BCPS campuses. In exchange, the ROCS officers were required to meet certain obligations and did for rent and utilities. At its peak, thirty-two (32) officers participated in the ROCS program.

Following a 2015 Auditor's Report and a subsequent Special Investigative Unit (SIU) presentation to the SBBC at a School Board workshop, the SBBC directed the Facility Planning & Real Estate (FP&RE) Department to modernize the lease forms to reflect audit recommendations and best practices, and thereafter, schedule revised lease agreement between the SBBC and the ROCS officers for its formal action. Thereafter, SBBC approved and executed the revised ground lease agreements with twenty-seven (27) ROCS officers. Key provisions in the agreements included three (3) year terms with one three (3) year renewal option; officer payment of utilities; limited occupancy with background checks for adult residents; vehicle and maintenance requirements; mentoring expectations; monthly reporting to school principals and SIU; indemnification and insurance naming SBBC as additional insured; a 90-day termination clause, and the subsequent removal of the mobile home upon the termination/expiration of the agreements within the timeframe stipulated in the agreements.

In September 2019, SBBC reviewed the ROCS program and agreed to continue the program at their current locations, while formalizing administrative measures for site need and officer vetting. The current Ground Lease Agreements (Agreements) incorporates those requirements plus added provisions: requirement to provide proof of mobile home ownership within 10 days of the SBBC's approval of the Agreements; removal of the mobile home within thirty (30) days after the termination/expiration of the Agreements; and no assignment of the Agreements without SBBC's or designee's approval.

Subsequently on February 4, 2020, the SBBC approved the renewal of twenty-six (26) Agreements (one vacancy later filled), restoring the total to twenty-seven (27) active ROCS placements.

At the November 4, 2022 workshop, the Safety, Security, and Emergency Preparedness Division presented implementation challenges and solutions regarding the ROCS

program. For instance, issues such as corroded transformer/amp discovered during the replacement of a mobile home at a location, and the unforeseen event regarding the death or permanent incapacitation of an officer. Subsequently, additional language was incorporated into the Agreements to address these issues.

At the December 16, 2025 Regular School Board Meeting, the SBBC approved twenty-five (25) ROCS Agreements for renewal. These Agreements represented all existing ROCS participants eligible for renewal at that time. The subject Agreement was not presented to SBBC for its consideration, because the subject ROCS location at that time was vacant.

Mr. De Quarto is the newly vetted ROCS officer that has been selected in conformity with the ROCS replacement process to serve as a ROCS officer at the subject location. Accordingly, this New Agreement is being brought forward separately for the SBBC's consideration now that he has successfully completed the required vetting process.

The FP&RE continues to manage the ROCS Ground Lease Agreement renewals, transfers, and terminations for the SBBC's formal action, while the Division of Safety and Security oversees programmatic compliance and, upon the notice of vacancy and confirmed need, leads successor selection with pertinent school principal participation, the Superintendent's approval, before the FP&RE Department proceeds to process and schedule pertinent ROCS Ground Lease Agreement(s) for the SBBC's consideration and formal action.

Key Changes: ROCS Lease Agreement (2022 vs. 2025 Draft)

The language in the ROCS Lease Agreement, approved by SBBC on December 16, 2025 was developed collaboratively with the attorney for 25 of the ROCS officers, Mr. Gregg Rossman, Esq., and is based on discussions held during the August 19, 2025, RSBM, during which SBBC expressed the desire to: (1) make the lease term in the Agreements five years, and (2) to allow renewal option to be exercisable by officers as long as they are not in default.

The December 16, 2025, SBBC approved ROCS Ground Lease Agreements introduced several substantive updates and clarifications compared to the prior version of the ROCS Lease Agreements. Most notably, the lease term was extended from an initial three-year period with a possible three-year renewal, to a five-year initial term with an automatic five-year renewal unless the lessee opts out or is in default. This change provides greater stability and predictability for both parties.

Utility charges reflect an annual fee, with a provision for a 3% annual adjustment. Maintenance responsibilities are more detailed in the currently SSBC approved ROCS Ground Lease Agreements, now explicitly including all electrical and plumbing connections, routine tree trimming, and compliance with the latest Florida Building Code, reflecting a higher standard of upkeep.

Oversight and reporting structures have shifted as well. The currently SBBC approved ROCS Ground Lease Agreement replaced references to the Chief, Special Investigative Unit with the Chief of Police, Broward County Public Schools, and the Chief Operations Officer, aligning the agreement with current organizational roles. Reporting requirements and points of contact have been updated accordingly.

A significant new provision in the currently SBBC approved ROCS Ground Lease Agreement addresses the impact of school construction, renovation, or improvement projects. SBBC is now required to provide at least 30 days' written notice to the lessee if such projects will affect the mobile home, and the lessee is responsible for all costs associated with any required temporary relocation. This level of detail was not present in the prior version of the ROCS Ground Lease Agreement.

Termination provisions have been clarified and expanded. The currently SBBC approved ROCS Ground Lease Agreements specifies for-cause termination with a 30-day cure period, termination by mutual agreement with at least 90 days' notice, and automatic termination upon the death or permanent incapacity of the lessee. Other updates include a requirement for proof of insurance within 10 days of the Agreement's effective date (rather than occupancy), and various language and role updates to reflect current SBBC structure and the specific site and lessee.

In summary, the currently proposed ROCS Ground Lease Agreements modernizes and clarifies the lease terms, extends the duration, increases utility charges, introduces more comprehensive maintenance and construction impact clauses, and updates oversight and reporting lines. These changes enhance clarity, accountability, and operational alignment for all parties involved.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	Five-Year: Effective upon execution through February 20, 2031, matching the uniform expiration date applicable to all ROCS officer agreements. Although the officer's participation began later, the agreement term is aligned with the existing ROCS program cycle.
Multi-Year Agreement:	The Agreement is for a five-year term commencing on February 21, 2026, and expiring on February 20, 2031. Although the officer's Agreement is being executed after the commencement date, it is aligned with the uniform term and expiration date applicable to all ROCS Program agreements.
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: N/A

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Financial impact to SBBC is a subsidized cost of $1,492.77 with a cost escalation of three percent (3%) annually.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
7/28/2026 - 2/20/2031	Five Years	N/A

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	
N/A	N/A	N/A	N/A	

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	The uninterrupted continuation of the ROCS program at ROCS location, maintaining existing after-hours security without changes to school operations.
School Selection /Prioritization	Not Applicable
Community/ Stakeholder Engagement	School Principal at ROCS location, BCPS Police Department, and the Superintendent of Schools
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Ground Lease Agreement

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT is made and entered into as of this 28th day of July, 2026 by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "**SBBC**"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

NICHOLAS DE QUARTO
(hereinafter referred to as "**Lessee**"),
Whose principal place of residence is
[redacted]

WHEREAS, SBBC has established the Resident on Campus Security Program (hereinafter referred to as the "**ROCS Program**"); and

WHEREAS, the SBBC desires to have law enforcement officers participate in the ROCS Program at selected SBBC school locations; and

WHEREAS, it is understood that the ROCS Program is established for the purpose of assisting in the security, prevention and reduction of crime and trespass upon school grounds and recognize that the ROCS Program is a great benefit to school administration, students, and the community as a whole; and

WHEREAS, the SBBC owns real property at [redacted] also known as [redacted] (the "**School**") on which a residential mobile home ("**Mobile Home**") owned by Lessee is currently located as shown on **Exhibit "A**," and hereinafter referred to as ("**Leased Grounds**"); and

WHEREAS, the SBBC authorized Lessee to locate his/her residential Mobile Home on the Leased Grounds for the purpose of fulfilling the purpose of the ROCS program; and

WHEREAS, Lessee agreed to locate his/her residential Mobile Home on the Leased Grounds and abide by the provisions contained in this Ground Lease Agreement (hereinafter "**Agreement**").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 – RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – CONDITIONS

2.01 **Leased Grounds.** SBBC hereby leases to Lessee the Leased Grounds for the purpose of placing a residential Mobile Home owned by Lessee under the terms and conditions specified herein.

2.02 **Lease Term.** Unless terminated earlier pursuant to this Agreement, the term of this Agreement shall commence on the Effective Date, which is date of final SBBC execution shown on the signature page, and shall expire on February 20, 2031, which is the uniform expiration date for all ROCS Program lease agreements ("Uniform Expiration Date"). The parties acknowledge that this Agreement is intended to share the same expiration date as all other ROCS Program lease agreements, regardless of the commencement date of this Agreement ("Lease Term"). The Lease Term shall automatically renew for a single additional five (5)-year term unless the Lessee elects not to renew or fails to comply with the requirements of Article 2.04.

2.03 **Rate.** For the purposes of this Agreement, no rental payment for the Leased Grounds is required of the Lessee.

2.04 **Renewal Option.** Should the Lessee exercise his or her option to renew this Agreement for a period of five (5) years, such renewal is contingent upon the following:

a. Lessee shall not be in default of any of its obligations under this Agreement, or any other agreement with the SBBC, from the time Lessee requests a renewal to the commencement of the renewal period.

b. Lessee shall have provided SBBC with a written request to renew no less than one hundred eighty (180) calendar days before expiration of the Lease Term.

c. Lessee shall agree to the same terms and conditions as set forth in this Agreement as may be supplemented or modified by SBBC.

2.05 **Employed Law Enforcement Officer.** Lessee represents that he/she is actively employed as a certified law enforcement officer in good standing and employed by the [redacted] (hereinafter, "**Employer**").

2.06 **Change of Employment.** Lessee agrees to provide Written Notice to the SBBC within five (5) calendar days of any change to the active status of Lessee's employment with Employer, including, but not limited to termination of employment, suspension, retirement, or resignation, and Lessee authorizes the SBBC to directly contact Employer to inquire into Lessee's employment status. SBBC reserves the right to take appropriate action, including termination of this Agreement should the active status of Lessee's employment status change, (including but not limited to termination of employment, suspension, etc.). Lessee hereby expressly consents to his/her Employer disclosing his/her employment status to SBBC at any time during the term of this Agreement.

2.07 **Condition of Leased Grounds.** Except as specified herein, Lessee shall accept the Leased Grounds in its "as is" condition.

2.08 **Occupancy.** The residential Mobile Home located on the Leased Grounds shall be occupied by Lessee and members of his/her immediate family and/or companion listed in **Exhibit "B"** (hereafter referred to as Authorized Occupants). A background check, pursuant to Article 2.35 of this Agreement, at Lessee's sole expense shall be conducted on all adult occupants, and person(s) not listed in Exhibit "B" may not stay in the residential Mobile Home for more than seven (7) consecutive calendar days without written consent from the School Principal or designee. If feasible, Lessee shall notify the School Principal a minimum of seven (7) calendar days in advance of when such person(s) would occupy the residential Mobile Home, and if not feasible due to unanticipated circumstances, Lessee shall notify the School Principal a minimum of two (2) calendar days after such person(s) occupies the residential Mobile Home. If Lessee desires for additional persons to permanently occupy the residential Mobile Home, Lessee shall notify the School Principal as required herein and the Chief of Police, Broward County Public Schools or designee. Thereafter, the Chief of Police, Broward County Public Schools or designee shall notify the District's Chief Building Official and Chief Fire Official of the request, after which the Chief Building Official and Chief Fire Official shall implement due diligent steps to ensure that fire and applicable codes would not be violated if the additional persons are allowed to permanently occupy the residential Mobile Home. Upon written feedback from the Chief Building Official and Chief Fire Official to the Chief of Police, Broward County Public Schools or designee, with a copy to the School Principal that such persons should be allowed to permanently occupy the residential Mobile Home, and if the School Principal agrees to such permanent occupation, and upon completed background check on such person(s), **Exhibit "B"** shall be revised to include the name(s) of the additional person(s); and this revision shall not require an amendment to this Agreement. However, if the written feedback from the Chief Building Official and Chief Fire Official is that such person(s) cannot permanently occupy the residential Mobile Home, the Chief of Police, Broward County Public Schools or designee shall advise the Lessee of the decision.

Within ten (10) calendar days of approval of this Agreement by SBBC, Lessee shall Provide SBBC with the Vehicle Identification Number and the original or certified copy of the title of ownership of the Mobile Home.

During the term of this Agreement and as long as the residential Mobile Home is located on School property, Lessee shall not sell, convey, or transfer title or ownership of the residential Mobile Home unless authorized in advance and in writing by the Superintendent of Schools ("**Superintendent**") or designee. If the Mobile Home is to remain on School property, the Lessee's sale, conveyance, or transfer of title or ownership of the residential Mobile home, shall only be to an SBBC-approved law enforcement officer.

2.09 **Pet(s).** Lessee is permitted to keep pets limited to: domesticated feline or canine animals, ferrets, fish not to exceed 10 pounds, rabbits, guinea pigs, gerbils, hamsters, Pogona Vitticeps (commonly known as Bearded Dragons) and canine animals specifically trained to assist those with disabilities, and police dogs as defined in Section 843.19(1)(a), Florida Statutes. Any pet kept in the residential Mobile Home and on the Leased Grounds must be up to date on all immunizations, properly tagged for identification (as required by law or rule), registered in Broward County (when applicable), and the Lessee must comport with all federal, state, and local laws concerning care, control, and leashing of pets at all times when not within the residential Mobile Home on the Leased Grounds. Lessee must also ensure that he/she immediately cleans up any pet defecation on the Leased Grounds and School property. Lessee shall keep any and all pets in a healthy condition inside the Mobile Home, and/or in appropriate cages or tanks that shall be maintained in a clean and safe condition. No pets shall be permitted outside the Leased Grounds except on a leash and at all times under the control of the ROCS officer or Authorized Occupants as stated and defined herein. Lessee shall ensure that any and all pets shall not display aggressive behavior and shall not interfere

with the educational process or environment of any student and must not pose a health or safety threat to any student, employee or other person or animal. In no case will a Lessee be permitted to keep on the Leased Grounds any of the following: endangered species, wild animals, poisonous animals, farm animals, primates, reptiles (excluding Pogona Vitticeps commonly known as Bearded Dragons), insects, wolves, rays, sharks, and wild cats. Lessee shall have a health certificate or report of examination from a veterinarian licensed in the State of Florida, indicating that each and every dog, cat, and ferret that Lessee has in the residential Mobile Home and on the Leased Grounds has been vaccinated pursuant to Section 828.30, Florida Statutes. Upon SBBC request, Lessee shall provide SBBC with such health certificate or report of examination for each and every dog, cat, or ferret. Lessee shall pay for any and all damages or costs to the Leased Grounds as a result of Lessee's pet(s); including but not limited to sodded areas, trees, and fencing.

Lessee agrees to defend, indemnify, and hold harmless SBBC, its agents, servants and employees, for any and all claims, judgments, costs, and expenses including, but not limited to reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which the SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of injury(ies) to a person(s) or damage to property caused by Lessee's pet(s). Lessee agrees to comply with any and all applicable federal, state, and local laws, including, but not limited to Chapter 4 of Broward County, Florida Ordinances. Violation of this Article shall be considered a material breach of this Agreement and shall be considered cause under which SBBC may terminate this Agreement without any liability to Lessee.

2.10 **Initial Location of Residential Mobile Home**. SBBC and Lessee agree that Lessee's residential Mobile Home shall remain located on the Leased Grounds throughout the term of this Agreement. Lessee agrees to pay for and be fully responsible for the proper maintenance of the residential Mobile Home on the Leased Grounds as further stated herein in this agreement. If Lessee desires to modify or replace the existing Mobile Home, Lessee shall first submit design and site plans identifying proposed modifications to the existing Mobile Home or placement of a new Mobile Home to the SBBC's Chief Operations Officer and to the Chief Building Official for review and approval. Such plans must comply with the Florida Building Code (FBC), the Florida Fire Protection Code (FFPC), the State Requirements for Educational Facilities (SREF), and any other requirements imposed by applicable law. The Chief Operations Officer or designee and the Chief Building Official or designee shall review, comment, and approve or deny the plans within forty-five (45) business days from the date of receipt of all required design and site plans. Lessee agrees to obtain all necessary permits, inspections, and approvals to obtain a Certificate of Occupancy from the SBBC Building Department. Any replacements or modifications to the residential Mobile Home shall be at the sole cost of the Lessee.

2.11 **Mobile Home Tie-Down.** Lessee agrees to at all times during the term of this Agreement, tie-down the residential Mobile Home in conformance to State laws and county and municipal ordinances at the time of placement of the residential Mobile Home on the Leased Grounds and abide by additional tie-down requirements as prescribed by the SBBC Office of Capital Programs and the Building Department. Lessee shall also abide by all municipal and county ordinances governing residential Mobile Homes.

2.12 **Parking.** Vehicular parking shall be contained within the Leased Grounds in designated parking areas. For the purposes of this Agreement, a vehicle is defined to include: a car, van, pick-up truck, boat with current registration and title in Lessee's name, on trailer with current tag and title in Lessee's name and not exceeding 27'-5" in total overall length, SUV and/or motorcycle only. Any and all other vehicles,

including but not limited to trailers (other than the aforementioned boat trailer) are not permitted unless otherwise approved in advance by SBBC.

2.13 **Asbestos.** Lessee hereby represents that the residential Mobile Home located on the Leased Grounds is free from friable asbestos as defined in the Asbestos Hazard Emergency Response Act (AHERA), 40 CRF Part 763, Asbestos Materials in Schools, October 30, 1987, and Florida State Requirements for Educational Facilities (SREF) 1999, whichever is more stringent.

2.14 **Changes to Leased Grounds.** Lessee shall not conduct any construction activities on the Leased Grounds or make any replacements, modifications, or addition(s) (hereafter referenced as "**Improvements**") to the residential Mobile Home without receiving prior written approval from both the SBBC's Chief Operations Officer (or designee) and the SBBC's Building Official (or designee), and whose approval shall not unreasonably be withheld. The SBBC's Chief Operations Officer and Building Official or designees may grant approval of any proposed plan(s) for Improvements upon determination that the plan(s) meets SBBC's requirements. The SBBC shall have absolute control over the location of any and all Improvement(s) before they are placed upon the Leased Grounds and on the residential Mobile Home. Any unauthorized Improvement(s) placed on said Leased Grounds and/or residential Mobile Home shall immediately be removed or relocated at Lessee's sole expense within ten (10) calendar days of Written Notice from the SBBC. Except as otherwise provided in this Agreement, any removal or change of location of any structural components of the residential Mobile Home located upon the Leased Grounds shall be made by Lessee at Lessee's sole expense and only after first complying with the requirements of Article 2.14(a) of this Agreement. Any appliance or equipment removed or relocated from the Leased Grounds by Lessee shall be replaced at the end of this Agreement in its original form and placement.

2.14(a) After receipt of prior written approval as defined herein above, but before the commencement of any Improvements, Lessee shall require the engaged contractor, if applicable, to furnish performance and surety bonds that guarantee the completion of the project and the performance of the work necessary to complete the project, as well as assures the full payment to all suppliers, material men, laborers or subcontractors employed by Lessee. Lessee agrees to deliver a copy of the required bonds to the SBBC prior to the commencement of any work to perform the Improvements. Such bonds shall remain in effect for one (1) year after completion of the project. The contractor, if applicable, will cause the correction of any defective or faulty work or materials that appear after the completion of the project within the warranty period of such work performed.

2.15 **Maintenance.** Lessee shall maintain the Leased Grounds and the residential Mobile Home, together with any Improvements thereon, in a clean, orderly, and sanitary condition, as determined by the School Principal or designee, at all times throughout the term of this Agreement, and shall not sell, convey, or transfer the residential Mobile Home, except as permitted herein until such time it is removed from the Leased Grounds. Lessee's maintenance of the Leased Grounds shall include, but not be limited to, repairs to all electrical connections affixed to or are components of the residential Mobile Home within the Leased Grounds, repairs to all plumbing connections, pipes and related fixtures affixed to or are components of the residential Mobile Home within the Leased Grounds, routinely mow the grass of the Leased Grounds, routinely trim and maintain all tree canopies contained within the Leased Grounds, any Improvements thereon, within the Leased Grounds, etc., as determined by the School Principal or designee. All repairs shall be made in compliance with the Florida Building Code (latest adopted edition).

2.16 **SBBC Construction, Renovation, and Improvement on School Premises.** The SBBC shall send at least thirty (30) days' Written Notice to Lessee, to inform Lessee about any planned construction, renovation, or other improvement project(s) the SBBC intends to undertake on the school premises where Lessee's residential Mobile Home is located, ONLY if the planned construction, renovation, or other improvement project(s) will impact Lessee's residential Mobile Home. The notice will inform Lessee about the duration of the planned construction, renovation, or other improvement project(s), the timeframe Lessee's residential Mobile Home may be impacted (if any), and if known by SBBC, the manner of the impact to Lessee, if Lessee has to temporary vacate the Leased Grounds, and if affirmative, the approximate timeframe and/or date Lessee could return to the Leased Grounds and reoccupy his or her residential Mobile Home . In the event that the construction, renovation, or other improvement on the School premises would require Lessee to vacate the Leased Grounds on a temporary basis, Lessee shall be solely responsible for all associated costs relating to such relocation. Such costs shall include, but not be limited to, lodging, transportation, meals, and any incidental expenses incurred during the temporary relocation period. Therefore, the SBBC shall not be liable for reimbursing or covering any of the cited expenses incurred by Lessee during Lessee's temporary relocation from Leased Grounds and residential Mobile Home. However, regardless of the above, the SBBC will take all measures with its purview to avoid impacting Lessee and Lessee's residential Mobile Home in the event of any planned construction, renovation and improvement project(s) at the school premises where Lessee's residential Mobile Home is located.

2.17 **Leased Grounds Inspection**. Lessee shall permit inspection of the Leased Grounds and the residential Mobile Home, to include the inspection of all electrical equipment and connections twice annually by the Chief of Police, Broward County Public Schools or designee, Environmental Health and Safety Department, the Building Department, and the Office of the Chief Fire Official during the term of the Agreement and at other times upon reasonable Written Notice to Lessee. All FBC, FFPC, SREF or other code violations determined to be the responsibility of Lessee shall immediately be corrected by Lessee at Lessee's sole expense. Any violations for which the SBBC is responsible shall be corrected by the SBBC at its expense.

2.18 **Absence from Leased Grounds.** Lessee shall make best efforts to provide twenty-four (24) hours advance Written Notice to the School Principal or designee, the Chief of Police, Broward County Public Schools or designee, regarding any absence from the Leased Grounds that would last for a period more than twenty-four (24) consecutive hours. The failure of Lessee to provide such written advance notice without reasonable excuse shall constitute a material breach of this Agreement and may result in the termination thereof.

2.19 **Transfer.** Lessee shall maintain the residential Mobile Home as a single-family dwelling and shall not assign or sublet the Leased Grounds or the residential Mobile Home or any part thereof without SBBC's prior, written approval.

2.20 **Commercial Business.** Lessee shall not conduct any commercial business from the residential Mobile Home.

2.21 **Payment of Taxes, and Compliance with Licensing**. Lessee shall comply with and pay for any and all applicable mobile home taxes and/or licensing requirements imposed by the State of Florida or any applicable governmental entity while the residential Mobile Home is located on the Leased Grounds. Lessee shall also display on the residential Mobile Home, any required licenses.

2.22 **Firearms and Weapons.** Pursuant to SBBC Policy 2304.1 **Weapons**, except for the Lessee and other Law Enforcement Officers as more fully set forth herein below, Authorized Occupants, guests, and other invitees shall not possess, carry, or use any weapons or firearms, as defined in Section 790.001, Florida Statutes, while on the Leased Grounds (including within the residential Mobile Home) or the School facility. Lessee and other Law Enforcement Officers are exempt from SBBC Policy 2304.1 and are authorized to possess or carry firearms on the Leased Grounds (including within the residential Mobile Home) or the School's facility ONLY while carrying out his/her official duty as Law Enforcement Officers, and **ONLY if such firearms are issued by his/her current Law Enforcement Agency employer or if authorized to be used by his/her current Law Enforcement Agency employer's written policy when working within the scope of his/her employment as a certified Law Enforcement Officer.** Authorized Occupants, guests, and other invitees shall not have any firearms while in the residential Mobile Home and on Leased Grounds. Lessee shall keep all such weapons or firearms in a securely locked box or container or in a location which a reasonable person would believe to be secure or shall secure it with a trigger lock, except when he/she is carrying the weapon or firearm on his/her body within such a close proximity thereto that he/she can retrieve and use it as easily and quickly as if he/she carried it on his/her body, pursuant to Section 790.174, Florida Statutes. The Lessee shall not possess, carry, or use any weapons or firearms that are not utilized for the discharge of his/her employment on the Leased Grounds (including within the residential Mobile Home) or School facility. Violation of this Article shall be considered a material breach of this Agreement and shall be considered cause under which SBBC may terminate this Agreement without any liability to Lessee.

2.23 **Utilities.**

a. Lessee's proportionate share of electric, water, waste, trash, etc. (Utility) charges shall be based upon a calculation of the prior year District-Wide Annual Utility costs. The amount payable by Lessee for Utilities for the first year of this Agreement shall be **$299.81** and shall be adjusted annually by three (3%) percent on the anniversary date of this Agreement. Any payments due from Lessee under this Agreement shall be made payable to the order of "The School Board of Broward County, Florida" and delivered to Director – Facility Planning and Real Estate Department, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.

b. Utility payments cited herein shall be due annually on the anniversary date of this Agreement. In the event, the total annual payment for utilities are not received within five (5) business days after the due date, SBBC shall be entitled, in addition to any other remedy that may be available, to an administrative fee, and a daily late charge of five percent (5%) of the amount of the total payment due.

c. Lessee may install and maintain in the residential Mobile Home a telephone in Lessee's name and upon doing so shall furnish the SBBC and the School Principal or designee and the Chief of Police, Broward County Public Schools or designee with the telephone number. Additionally, Lessee shall be billed directly by the telephone service provider for such telephone service. If Lessee has a cellular telephone, Lessee shall also furnish the SBBC and the School Principal or designee and the Chief, Chief of Police, Broward County Public Schools or designee with the cellular telephone number. If Lessee desires cable television, satellite television or internet service to the residential Mobile Home, Lessee shall make arrangements for the installation of the same at his/her sole expense and shall pay for any such installed services at his/her sole expense during the term of this Agreement.

d. Lessee shall solely be responsible for the removal of garbage from the Leased Grounds.

2.24 **Relocation of Residential Mobile Home.** SBBC and Lessee agree that if the SBBC requires the residential Mobile Home to be relocated to another area of the School, the SBBC shall bear the expense of relocating the residential Mobile Home to the designated area within Leased Grounds and shall bear the expense of restoring the prior Leased Grounds to its original condition (including but not limited to green space if applicable) after removal of the residential Mobile Home. However, if the request to relocate the residential Mobile Home was at the Lessee's behest to another area of the School facility that could accommodate the residential Mobile Home, and if SBBC agrees to such request, Lessee shall bear the expense of relocating the residential Mobile Home to the designated area within Leased Grounds and shall bear the expense of restoring the prior Leased Grounds to its original condition (including but not limited to green space if applicable) after removal of the residential Mobile Home. However, if the residential Mobile Home is improperly relocated, the SBBC may take steps to terminate this Agreement consistent with provisions of Article 3.05.

2.25 **Removal of Residential Mobile Home.** Lessee shall, at his/her own expense, promptly, but no later than thirty (30) calendar days after the expiration or Effective Date of termination of this Agreement, remove the residential Mobile Home and restore the Leased Grounds to its original condition (including but not limited to green space if applicable).

a. Should Lessee fail to remove the residential Mobile Home and restore the Leased Grounds to its original condition within thirty (30) days of expiration or termination of the Agreement, ***Lessee expressly authorizes SBBC to remove and store the residential Mobile Home and restore the Leased Grounds to its original condition and Lessee expressly and voluntarily agrees to be personally liable for all costs, expenses, and fees associated with such move and storage and restoration of the Leased Grounds.***

b. Further, Lessee expressly acknowledges and agrees that if SBBC determines, in its sole opinion, that removal and storage of the residential Mobile Home is not practical, SBBC shall, after thirty (30) days' Written Notice to Lessee, be permitted to demolish the residential Mobile Home and restore the Leased Grounds to its original condition ***and Lessee expressly and voluntarily agrees to be personally liable for all costs, expenses, and fees associated with such demolition and restoration.***

2.26 **Vacating Leased Grounds.** Upon termination or expiration of this Agreement, Lessee understands, acknowledges and agrees that he/she will no longer be permitted to reside on the Leased Grounds and shall vacate the Leased Grounds immediately after the thirty (30) calendar day period for removal expires. Lessee hereby waives any rights, if any, to reside in his/her Mobile Home if it is still located on the Leased Grounds after the thirty (30) calendar day period for removal expires.

2.27 **Death and/or Inability to Perform Duties.**

a. **Death.** In the event of Lessee's death, as may be verified and determined by the Chief of Police, Broward County Public Schools or designee, this Agreement will automatically terminate, and the residential Mobile Home shall be removed pursuant to Article 2.25 by Lessee's Personal Representative, or by court order.

b. **Inability to Perform Duties**. If in the sole opinion of the Chief of Police, Broward County Public Schools or designee, Lessee becomes permanently incapacitated and is unable to perform the duties required to be performed by a ROCS officer, this Agreement shall automatically terminate, and the SBBC shall have the right to demand the removal of the residential Mobile Home pursuant to Article 2.25 by Lessee, Lessee's Personal Representative, or by court order.

2.28 **Return of SBBC Properties**. Upon the termination or expiration of this Agreement and prior to vacating from the Leased Grounds as stated herein, Lessee shall return to the School's Principal, all SBBC property or properties in his/her possession including but not limited to keys to the School's gate/fence, the School's Knox box and any master key(s) to the School. Lessee admits and agrees that should he/she fail to return SBBC property or properties in his/her possession including, but not limited to, the aforementioned keys, then Lessee shall be responsible and shall pay for the replacement of the property or properties and shall pay to have the lock(s) on the appropriate facility door(s), gate(s), box(es), etc. changed.

2.29 **Reporting Attempts, Incidents, Trespasses and Unauthorized Persons or Vehicles.** Lessee shall immediately report, and respond to, if possible, any and all attempts or incidents of trespass, vandalism, unlawful or unauthorized entry, unauthorized persons or vehicles or unlawful conduct occurring at the School upon which the Leased Grounds is located to the School Principal or designee, the Chief of Police, Broward County Public Schools, or designee, and the appropriate law enforcement agency. Lessee shall take any necessary lawful action required to remedy any incidents stated herein. The Lessee shall assist the SBBC in protecting the School by providing any necessary information known to Lessee that will assist in the investigation and possible prosecution for such attempts, incidents, trespasses, unauthorized persons, or vehicles. The Lessee may perform other security duties at the School if requested by the School Principal or designee.

2.30 **Mentoring.** As feasible, Lessee should from time-to-time mentor students attending the School upon which the Leased Grounds is located, and at a minimum provide information on the number of students mentored and the subject of the mentoring in the Report required in this Agreement.

2.31 **Monthly Report and Weekly Contacts**. Lessee shall submit a monthly written report to the School Principal or designee, and the Chief of Police, Broward County Public Schools or designee. The written report, which at a minimum shall contain information regarding Lessee's daily building checks and reports of any campus incidents of vandalism, and unlawful entry on the SBBC school property, shall be included in a written form that is approved by the Chief of Police, Broward County Public Schools or designee. This written report shall be submitted, via the method established by BCPS, to the School Principal or designee, and the Chief of Police, Broward County Public Schools or designee no later than the fifth day of the following month. In addition to the monthly written reports, Lessee shall communicate on a weekly basis with the School Principal, and this weekly contact may be conducted in person, by telephone, email or in writing as agreed to by the School. Failure to timely comply with any of the provisions of this section shall constitute a material breach of this Agreement and may result in the termination of this Agreement at the sole discretion of SBBC.

2.32 **Alarm Response.** Lessee shall be the first callout when the security alarm is sounded at the School facility and will open the fence locks for the responding law enforcement officials; check and/or secure all doors and windows at the School; and report any unlocked doors and windows to School Principal or designee.

2.33 **Non-Assumption of Costs and Liability.** The SBBC will not incur costs beyond those stated herein. The SBBC does not accept any responsibility or liability for actions taken by Lessee and Lessee shall hold the SBBC harmless for any claim arising out of this Agreement.

2.34 **Indemnification.**

a. By SBBC: The SBBC agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein shall be deemed to be a waiver by SBBC of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

b. By Lessee: Lessee agrees to indemnify, hold harmless and defend the SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which the SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Lessee, its agent, servants or employees; the equipment of Lessee, its agents, servants or employees while such equipment is on the premises owned or controlled by the SBBC; or the negligence of Lessee or the negligence of Lessee's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including the SBBC's property, and injury or death of any person whether employed by Lessee, the SBBC, or otherwise.

2.35 **Insurance Requirements.** Lessee shall keep homeowner's liability insurance in full force and effect during the term of this Agreement. Said insurance shall be in an amount not less than **THREE HUNDRED THOUSAND DOLLARS** ($300,000.00) each occurrence and shall name The School Board of Broward County, Florida as an additional insured. Proof of such insurance shall be provided by Lessee to SBBC's Risk Management Department within ten (10) calendar days of the effective day of this Agreement. In addition, Lessee shall defend, indemnify, and hold SBBC harmless from any liability for bodily injury or property damage to Lessee, the authorized occupants or guests or other invitees while in Lessee's residential Mobile Home or on SBBC's property.

2.36 **Background Screening.** Lessee agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and for all of his/her immediate family listed in Exhibit "B" to also be subjected to the requirements of Sections 1012.32 and 1012.465, Florida Statutes as they relate to persons who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds; such persons will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted in accordance with the SBBC requirements in advance of when Lessee and his/her immediate family occupy the Leased Grounds or given that Lessee currently resides on the Leased Grounds, within ten (10) calendar days from the Effective Date of this Agreement if he and his/her immediate family have not done so. Lessee shall bear the cost of acquiring the background

screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Lessee and his/her immediate family. The parties agree that the failure of Lessee to perform any of the duties described in this Article shall constitute a material breach of this Agreement entitling the SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Should SBBC exercise its right to immediately terminate, then Lessee shall be subject to Article 2.24, 2.25, and 3.05 of this Agreement. To the extent permitted by law, Lessee agrees to defend, indemnify, and hold harmless the SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Lessee's failure to comply with the requirements of this Article or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by the SBBC of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes. Lessee will provide the SBBC evidence of successful screening of all of Lessee's immediate family listed in Exhibit "B."

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This Article shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person (including, but not limited to Authorized Occupants) or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance. As nothing in this contract is meant to benefit any third party, and the parties are acting as independent contractors the Lessees are not tasked as or considered "caretakers or caregivers" to any students or minors as it relates to this agreement.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex, or sexual orientation in the performance of the parties' respective duties, responsibilities, and obligations under this Agreement.

3.05 **Termination.**

a. Termination for Cause: Either party may terminate this Agreement for cause by providing Written Notice to the other party specifying the nature of the breach or default. The non-defaulting party shall allow the defaulting party thirty (30) calendar days to cure the breach. If the breach is not cured within thirty (30) calendar days, the Agreement may be terminated effective immediately upon expiration of the cure period.

b. Termination Without Cause (Mutual Agreement): This Agreement may be terminated without cause at any time upon mutual written agreement of both parties. In such case, the parties shall agree in writing to a termination date, which shall be no less than ninety (90) calendar days from the date of mutual agreement unless otherwise agreed.

c. Automatic Termination: This Agreement shall automatically terminate upon the death or permanent incapacity of the Lessee to perform required duties, as determined by the Chief of Police, Broward County Public Schools or designee.

3.06 **Default**. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days Written Notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this Article shall be construed to preclude termination pursuant to Article 3.05 of this Agreement.

3.07 **Annual Appropriation.** The performance and obligations of the SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If the SBBC does not allocate funds for the payment of services or products or otherwise to be provided under this Agreement, this Agreement may be terminated by the SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall be accrued to SBBC in the event this provision is exercised, and the SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this Article.

3.08 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Lessee shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Lessee shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Lessee shall 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 the Agreement's term and following completion of the Agreement if Lessee does not transfer the public records to SBBC. Upon completion of the Agreement, Lessee shall transfer, at no cost, to SBBC all public records in possession of Lessee or keep and maintain

public records required by SBBC to perform the services required under the Agreement. If Lessee transfer all public records to SBBC upon completion of the Agreement, Lessee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Lessee keeps and maintains public records upon completion of the Agreement, Lessee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC 's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.09 **Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with the SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless the SBBC and its officers and employees for any violation of this Article, including, without limitation, defending the SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon the SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this Article or of Section 1002.22, Florida Statutes. This Article shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.10 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. SBBC and Lessee admits and agrees that Landlord and Tenant law, including, but not limited to Chapter 83, Florida Statutes, shall not apply, under any circumstances, to this Agreement.

3.11 **Place of Performance**. All obligations of the SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.12 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.13 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject

matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.14 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.15 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from the SBBC.

3.16 **Incorporation by Reference.** Exhibits "A" and "B." attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, the terms of this Agreement shall supersede and prevail over the terms in the Exhibits.

3.17 **Captions.** The captions, Article designations, Article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way, define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.18 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.19 **Written Notice.** When any of the parties' desire to give notice to the other, such notice must be in writing, delivered in person or sent by registered mail or other traceable delivery service, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain such until it is changed by Written Notice in compliance with the provisions of this paragraph. For the purpose of this Agreement, Written Notice is deemed "served" when delivered in person to the designated individual, member of the firm or officer of the corporation for whom it is intended, or when either delivered or returned as undeliverable when sent by registered mail or other traceable delivery service to the designated address below.

For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Facility Planning and Real Estate Department The School Board of Broward County, Florida

600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief of Police, Broward County Public Schools
Broward County Public Schools
Technology and Support Services Facility
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351

To Lessee: Nicholas De Quarto
[redacted]

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure. In the event any of the Leased Grounds and residential Mobile Home, or any part thereof, shall be destroyed by fire or any other cause, or if any other casualty or any unforeseen occurrence shall render the fulfillment of this Agreement by either party impossible, then and thereupon, this Agreement shall be modified to exclude the use of the damaged Leased Grounds and Mobile Home until such time as the owning party, at its discretion, returns the facility to an operable condition.

3.24 **Survival.** All representations and warranties made herein regarding indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records

and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement. Such actions shall include, but not be limited to, the immediate suspension of the use or occupancy of any or all SBBC Facilities as a result of the existence or anticipation of imminent existence of any of the conditions listed in Article 3.23 – Force Majeure – hereinabove.

3.26 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(CORPORATE SEAL)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By:_____
Sarah Leonardi, Chair

_____
Dr. Howard Hepburn, Superintendent of Schools

Approved as to form and legal content

_____
Office of the General Counsel

(Remainder of page intentionally left blank. Lessee's signature page follows)

FOR LESSEE

R. James
Witness

Nicholas DeQuarto (Signature)

Witness

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 7 day of July, 2026, by Nicholas DeQuarto.

He/she is personally known to me or produced as Identification and did/did not first take an oath.

My Commission Expires:

Signature – Notary Public

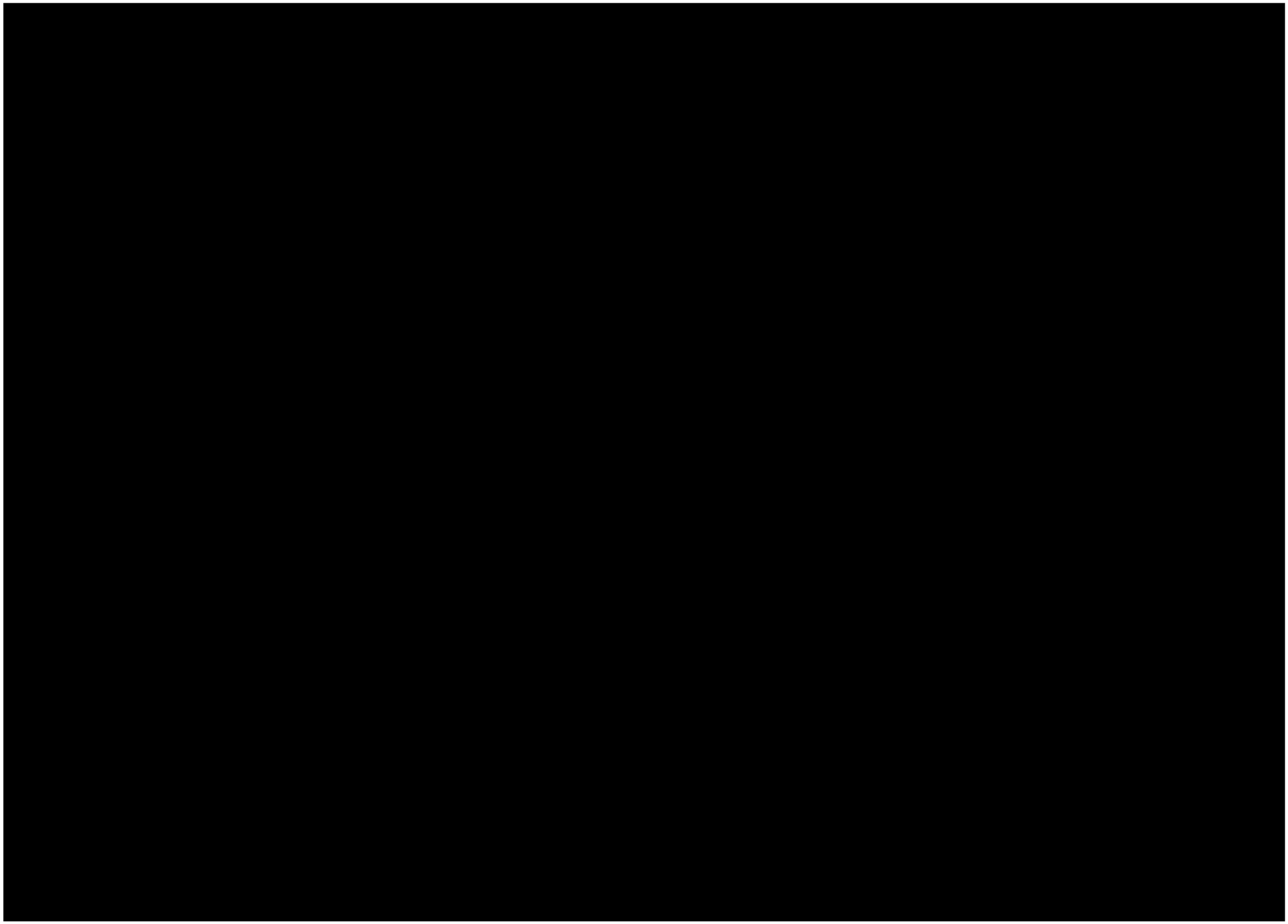
NOTARY PUBLIC STATE OF FLORIDA
Samantha Au
Comm.: HH 774983
Expires: Mar. 4, 2030
Notary Public - State of Florida

Samantha Au
Notary's Printed Name

(SEAL)

HH 774983
Notary's Commission

EXHIBIT A

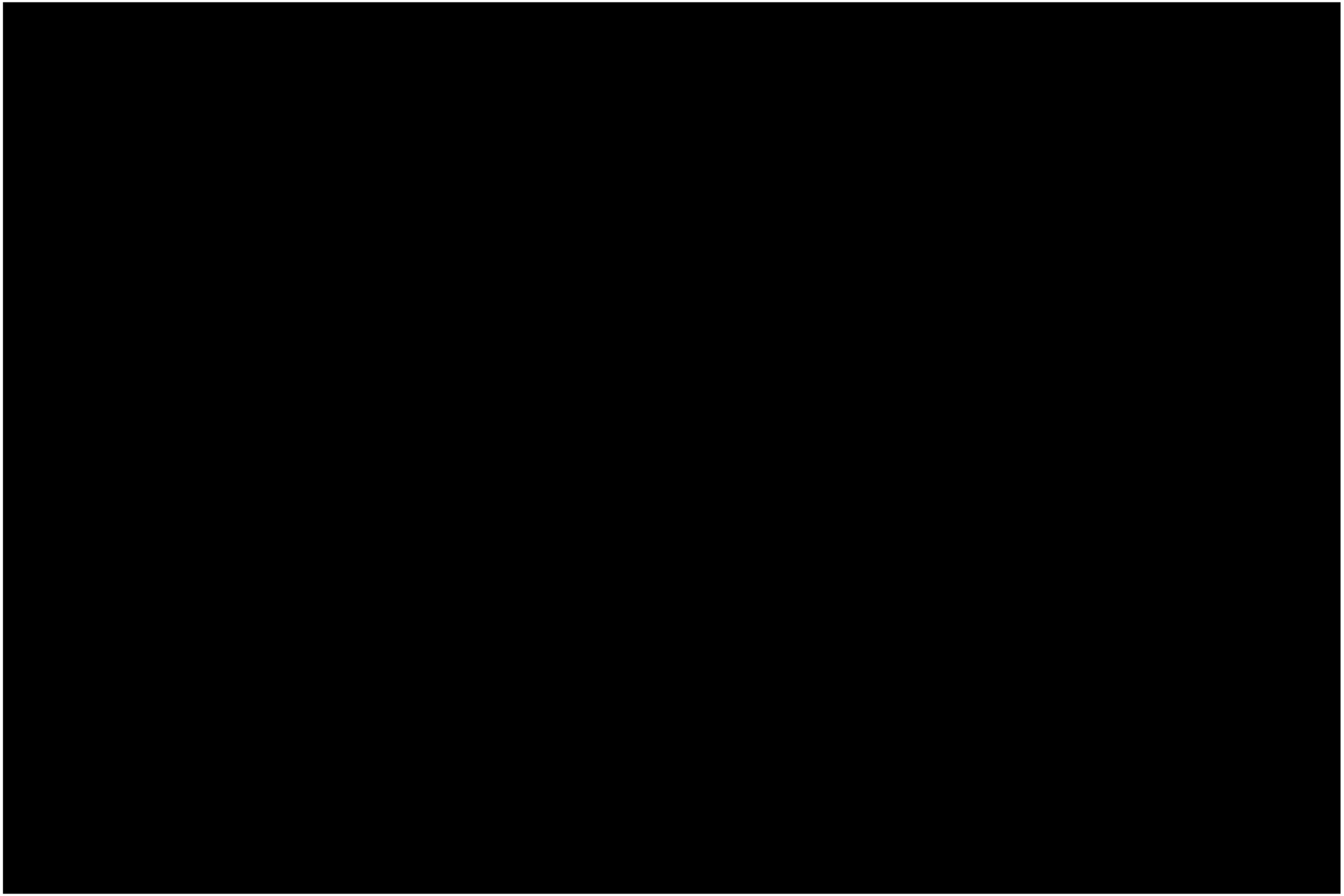


SITE PLAN

Prepared by: Facility Planning and Real Estate Department

11-21-2022

EXHIBIT A



PARTIAL SITE PLAN AND PHOTOS

Prepared by: Facility Planning and Real Estate Department

11-21-2022

Exhibit B

*Authorized Occupants**

NAME	RELATIONSHIP	DATE OF BIRTH
Nicholas De Quarto	**LESSEE**	[redacted]

* Any and all Authorized Occupants that are of the age of majority during the term of this Agreement including any renewal period shall sign and have notarized an affidavit in the attached Sample Affidavit format. Any and all Authorized Occupants that will reach the age of majority during the term of this Agreement including any renewal period shall sign and have notarized an affidavit in the attached Sample Affidavit format upon reaching the age of majority.

** See attached signed and notarized affidavit for [Occupant Name].

AFFIDAVIT
FOR NICHOLAS DE QUARTO

R James
Witness

Witness

Signature

Nicholas De Quarto
Printed Name

STATE OF Florida

COUNTY OF Broward

The foregoing Lease Agreement was reviewed, acknowledged, ~~and sworn~~ to before me by Nicholas De Quarto who is personally known to me or who produced
Insert Name Here
Florida Driver's License as identification and who did/did not first take an oath
Type of Identification
this 7th day of July ,2026 that he/she, as an Authorized Occupant, shall comply with any and all of the requirements, terms and conditions of the Lease Agreement.

My Commission Expires:

Samantha Au
Comm.: HH 774983
Expires: Mar. 4, 2030
Notary Public - State of Florida

(SEAL)

Signature – Notary Public

Samantha Au
Notary's Printed Name

HH 774983
Notary's Commission No.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	MM. Strategy & Innovation
DEPARTMENT:	Athletics & Student Activities

Agenda Item Number:	MM-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Agreement with South Broward Hospital District

REQUESTED ACTION:

Approve the Agreement with the South Broward Hospital District to provide golf carts to be used by on-campus athletic trainers. The identified high schools are Blanche Ely, Boyd H. Anderson, Coconut Creek, Pompano Beach, and Stranahan as picked by the South Broward Hospital District. Districts 3, 5 & 7

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Agreement

FINANCIAL IMPACT:

There is not financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 1: Safety

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Patricia Brown	Phone:	754-321-1203
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Valerie S. Wanza, Chief Strategy & Innovation Officer

Signature

Dr. Valerie S. Wanza, Chief Strategy & Innovation Officer

Electronic Signature

Form \$4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Valerie S. Wanza
Title: Chief Strategy & Operations Officer
Phone: 754-321-2650

EXECUTIVE SUMMARY

Agreement with South Broward Hospital District

Board Meeting Date: July 28, 2026

Requested Action: Approve the Agreement between The School Board of Broward County, Florida (SBBC) and South Broward Hospital District (SBHD), d/b/a Memorial Healthcare System, Joe DiMaggio Children's Hospital, and U18 Sports Medicine for providing five golf carts for on-campus athletic trainers.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: Districts 3,5 & 7	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	• Five high schools will be provided golf carts to be used by on-campus athletic trainers. The identified high schools are Blanche Ely, Boyd H. Anderson, Coconut Creek, Pompano Beach, and Stranahan as picked by SBHD. The use of these carts will assist the schools in providing real-time health-related services to student-athletes during practice sessions and competitions.
If the School Board votes "No"	• The golf carts will not be available for use at the five high schools. This may cause a delay in student athletes receiving real-time health-related services during practice sessions and competitions. These delays will have a deleterious impact on the overall health and safety the student-athletes
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 3: Safety
Measurable Outcome(s)/Return on Investment	• Athletic trainers at the five selected high schools will have full access to the golf carts to travel between on-campus practice sessions and competitions to provide first aid and transport when needed.

Background/History

The use of golf carts to traverse high school campuses have been a long-standing practice across the school district. They are generally used by school administration,

security, and school facilities personnel. All high schools do not have the inventory or the revenue to provide a designated cart for athletic trainers. As a result, the assignment of carts is at the discretion of the school. The need of a dedicated golf cart for athletic trainers becomes a necessity on days where there are multiple on-campus practices and competitions.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	Agreement commences upon the date of the last signature on the Agreement ("Effective Date") through August 31, 2027
Multi-Year Agreement:	No
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: N/A

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:
1. There is no financial impact to the District.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
7/28/26-8/31/27	13 months	N/A

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Blanche Ely, Boyd H. Anderson, Coconut Creek, Pompano Beach, and Stranahan High Schools
School Selection /Prioritization	SBHD selected the schools.
Community/ Stakeholder Engagement	N/A
End-User Input	The athletic trainers at Blanche Ely, Boyd H. Anderson, Coconut Creek, Pompano Beach, and Stranahan High Schools will be able to provide services quicker with the ability to secure their own golf cart and not depend on the school.
Technology/Capital Expected Lifecycle/Replacement Cycle	SBHD will retain sole ownership of the golf carts. They will be responsible for the maintenance, repairs, and replacement of the carts.

Additional Backup:
Agreement

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SOUTH BROWARD HOSPITAL DISTRICT, d/b/a
MEMORIAL HEALTHCARE SYSTEM; and
JOE DIMAGGIO CHILDREN'S HOSPITAL; and
U18 SPORTS MEDICINE,
(hereinafter referred to as "SBHD"),
an independent special tax district,
whose principal place of business is
3501 Johnson Street, Hollywood, FL 33312

Each a "Party" and collectively, the "Parties"

RECITALS

WHEREAS, on October 17, 2023, pursuant to RFP FY-24-063, SBBC and SBHD entered into an Agreement with a term commencing on October 31, 2023 through August 31, 2026, for SBHD to provide SBBC with twenty-nine (29) nationally certified Athletic Trainers through Joe DiMaggio Children's Hospital and U18 Sports Medicine ("Athletic Trainers Agreement"), incorporated into this Agreement by reference; and

WHEREAS, pursuant to the Athletic Trainers Agreement the Athletic Trainers ("Trainers") provide services for prevention, recognition, emergency care, treatment, and rehabilitation of student athletes at twenty-nine (29) SBBC schools; and

WHEREAS, the Trainers are SBHD employees - not SBBC employees; and

WHEREAS, SBHD is willing to provide electric golf carts and any related equipment (collectively the "Carts") to the Trainers who need consistent access to Carts at the SBBC locations specified herein; and

WHEREAS, the parties desire that SBHD provide said Carts for the restricted use of the Trainers providing services to SBBC under the Athletic Trainers Agreement.

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

ARTICLE 1 – RECITALS

1.1 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences upon the date of the last signature below ("Effective Date") and shall coincide with the end of term for the Athletic Trainers Agreement and any extensions of the Athletic Trainers Agreement permitted thereof, unless this Agreement is terminated earlier pursuant to Section 3.5 (Termination).

2.2 **Ownership of Carts**. SBHD is the sole owner and title holder of the Carts. SBBC shall not have or at any time acquire any right, title, or interest in the Carts.

2.3 **SBHD Responsibilities**. For the term of this Agreement, the following shall apply to SBHD:

2.3.1 SBHD shall provide its own Carts for the restricted use of its Trainers providing services pursuant to the Athletic Trainers Agreement, where SBBC does not already provide Trainers with access to SBBC golf carts.

2.3.2 No more than one Trainer may be assigned to any given Cart. Operation of a Cart is at the risk of the Trainer.

2.3.3 SBHD retains full ownership of said Carts and is solely responsible for the maintenance, safety, and operation of the Carts and any associated costs thereof. SBBC shall not be responsible for maintenance, safety, or repairs of the Carts.

2.3.4 If at any time a Cart is not functioning properly, the assigned Trainer shall promptly inform SBHD of any defective equipment or mechanical issues. SBBC shall not be responsible for identifying, discovering, or reporting any such issues to SBHD. If in SBHD's sole discretion it determines that the Cart needs to be repaired or replaced, SBHD shall promptly notify the School Principal of the applicable SBBC school of this determination and repair and/or provide a replacement Cart within fort-eight (48) hours.

2.3.5 All SBHD Carts must be clearly marked with a conspicuous label, decal, or unique identification numbers permanently affixed to the Cart on the front driver's side in the lower corner of the windshield or front hood. Such markings must match an inventory or registry. SBHD agrees not to remove, cover, or alter markings indicating SBHD ownership.

2.3.6 Carts will be driven by Trainers in a safe, slow, and careful manner and shall at no time exceed any posted or designated speed limit on SBBC premises. At all times drivers will yield to pedestrians. Any Trainer observed driving in a careless or unsafe manner will be reported and removed from SBBC's premises and have their Cart driving privileges revoke by SBHD. The Carts are not for personal use or off-roading by Trainers. SBHD agrees to be responsible for compliance with any applicable laws, government regulations, and SBBC rules in the use of the Carts.

2.3.7 Cart usage will not be permitted in SBBC restricted areas or during times not authorized by SBBC. No Carts shall be operated on public roads.

2.3.8 Only Carts that are equipped with factory installed (or equivalent) front headlights and rear running lights may be operated by SBHD Athletic Trainers after daylight hours as appropriate.

2.3.9 Carts shall be parked in an orderly and considerate manner on SBBC premises. If in SBBC's sole discretion a Cart is obstructing an SBBC sidewalk, walkway, ramp, or building exit, the Trainer assigned to that location will promptly move the Cart to an appropriate location at SBBC's direction.

2.3.10 Carts may only be operated by authorized, trained, and licensed Trainers. The number of passengers may not exceed the manufacturer's designed and installed seating capacity. All passengers must remain seated and properly restrained during Cart operation.

2.3.11 Operating a Cart while impaired (including but not limited to alcohol, drugs, physical limitations) is strictly prohibited.

2.3.12 All Carts shall be locked and secured by the Trainers to prevent theft or vandalism when parked and/or not in use on SBBC premises.

2.4 **SBBC's Responsibilities**. For the term of this Agreement, the following shall apply to SBBC:

2.4.1 Where SBHD is providing Carts for use by the Trainers, SBBC shall not provide any additional golf carts or related equipment for the use of those Trainers. This may include but is not limited to ancillary or after-market equipment, comfort/convenience accessories, safety and performance upgrades, or technical enhancements.

2.4.2 SBBC staff shall not operate, maintain, or repair any SBHD Carts at any time or for any reason.

2.4.3 SBBC shall make reasonable efforts to inform Trainers of any restricted areas or times not authorized Cart use.

2.4.4 SBBC shall provide a covered storage area for the Carts when not in use by the Trainers.

2.4.5 SBBC shall provide accessible and dedicated electrical outlets for Cart-charging purposes at no cost to SBHD. SBBC's Facilities Divisions shall be responsible for maintaining and repairing said outlets as needed. Carts shall not be charged indoors.

2.4.5 In the event of a hurricane and/or tropical storm watch or warning, SBBC shall provide indoor storage for the Carts in the loading dock bay of the applicable school.

2.4.6 SBBC shall self-insure against any damage caused by SBBC employees, agents, or students beyond normal wear and tear.

2.5 **SBHD Cart Location and Description.** The information in the table below represents the Cart locations and descriptions under this Agreement. This information may be periodically updated between the Parties as necessary to perform the obligations of this Agreement.

	SBBC Location:	Make/Model:	Serial No.:	Asset Tag/ID:
1	Blanche Ely HS	Cushman /Hauler XL Elite	3667811	EZGL1BBPPT3667811
2	Boyd Anderson HS	Cushman /Hauler XL Elite	3667812	EZGL1BBPPT3667812
3	Coconut Creek HS	Cushman /Hauler XL Elite	3667816	EZGL1BBPAT3667816
4	Pompano Beach HS	Cushman /Hauler XL Elite	3667815	EZGL1BBPVT3667815
5	Stranahan HS	Cushman /Hauler XL Elite	3667814	EZGL1BBPCT3667814

2.6 **Cost**. The Carts shall be provided by SBHD at no cost to SBBC, and include all fees associated with providing the Carts, maintenance, repairs, transportation, handling, processing, or any other service required to pick-up and transport the Carts under this Agreement, and upon termination of this Agreement.

2.7 **Removal of Carts Upon Termination of Agreement**. Upon the expiration or earlier termination of this Agreement, SBHD shall, at its sole cost and expense, remove all Carts, including but not limited to related machinery, tools, accessories, and equipment, from SBBC's Premises no later than thirty (30) calendar days after the expiration or earlier termination of this Agreement, unless otherwise agreed by the Parties, in writing. SBHD shall coordinate such removal of Carts with SBBC to minimize disruption to SBBC students and operations.

2.8 **Inspection of SBHD's Records by SBBC**. SBHD shall establish and maintain books, records, and documents (including electronic storage media) related to this Agreement. All of SBHD's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to SBHD's Records from the Effective Date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to SBHD pursuant to this Agreement. SBBC's agent or its authorized representative shall provide SBHD with reasonable advance notice (not to

exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and reproduction. SBBC's agent or its authorized representative shall have access to the SBHD's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section. SBHD shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.9 **Notice**. When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:
Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copies to:
Director, Athletics & Student Activities
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

Director, Coordinated Student Health Services
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To SBHD:
President and CEO
Memorial Healthcare System
3111 Stirling Road
Fort Lauderdale, Florida 33312

With a Copy to:
Memorial Healthcare System
Attn: General Counsel
3111 Stirling Road
Fort Lauderdale, Florida 33312

2.10 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, **any party contracting with SBBC** shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit

from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.11 **Background Screening.** SBHD shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of SBHD's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of SBHD or its personnel providing any services under this Agreement. SBHD shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to SBHD and its personnel. The Parties agree that the failure of SBHD to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit SBHD to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. SBHD agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from SBHD's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.12 **Public Records**. Any Party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as autheorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that Party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such Party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party is responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-

compliance with that law. Each Party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

2.13 **Proprietary Information**.

2.13.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A Party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting Party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.13.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting Party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting Party within ten (10) calendar days of the date of the written notification, unless the contracting Party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting Party shall name the Party requesting the documents or materials as a defendant and will not name SBBC as a Party to the action, but will provide SBBC with notice of such proceedings. The contracting Party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting Party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting Party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.1**4** **Indemnification**. Subject to Section 768.28, Florida Statutes, each Party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.15 **Insurance Requirements**. Each Party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes, that each Party is self-insured for general

liability under Florida Statutes with coverage limits of $200,000 per person and $300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

2.16 **Equal Opportunity Provision**. The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the Parties' respective duties, responsibilities and obligations under this Agreement.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the Parties intend to directly or substantially benefit a third-party by this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third Parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The Parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither Party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other Party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other Party or the other Party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The Parties agree that, if either Party is in default of its obligations under this Agreement, the non-defaulting Party shall provide to the defaulting Party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting Party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting Party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting Party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or

by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination without cause pursuant to Section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by either Party during the term hereof upon thirty (30) calendar days' written notice to the other Party of its desire to terminate this Agreement. SBBC has no liability for any property left on SBBC's property by any Party to this Agreement after the termination of this Agreement. Any Party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each Party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each Party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any Party without the prior written consent of the other Party. There shall be no

partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The Parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each Party hereto.

3.16 **Waiver**. The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the Party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither Party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either Party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either Party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi , Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2026.05.26 14:27:01 -04'00'
_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

SOUTH BROWARD HOSPITAL DISTRICT d/b/a
MEMORIAL HEALTHCARE SYSTEM; and
JOE DIMAGGIO CHILDREN'S HOSPITAL; and
U18 SPORTS MEDICINE

Signature: Signed by: Caitlin Stella 3266765ED0854F9...

_____
Corporate Secretary Signature

Print Name: Caitlin Stella

Title: Chief Executive Officer

-OR-

Date: 5/21/2026

_____
Witness Signature

_____
Print Name

_____
Witness Signature

_____
Print Name

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	MM. Strategy & Innovation
DEPARTMENT:	Athletics & Student Activities

Agenda Item Number:	MM-2.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Student Enrichment Through the Arts (SEAS)

REQUESTED ACTION:

Approve the 2026-2027 SEAS program, allowing SBBC District school students the opportunity to attend an educational performance at the Broward Center for the Performing Arts. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- SEAS Matrix 2026 - 2027
- Historical Agreement with Perf…

FINANCIAL IMPACT:

There is financial impact to the district in the amount of $388,950.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 2: Equity

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Patricia A. Brown	Phone:	754-321-1203
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Valerie S. Wanza, Chief Strategy & Innovation Officer

Signature

Dr. Valerie S. Wanza, Chief Strategy & Innovation Officer

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Valerie S. Wanza
Title: Chief of Strategy & Operations
Officer Phone: 754-321-2650

EXECUTIVE SUMMARY

Student Enrichment Through the Arts (SEAS)

Board Meeting Date: July 28, 2026

Requested Action:

Approve the 2026-2027 SEAS program, allowing SBBC District school students the opportunity to attend an educational performance at the Broward Center for the Performing Arts.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	• The SEAS program will provide students with a meaningful educational experience through engaging theatrical performances that extend learning beyond the traditional classroom and encourages students to explore diverse perspectives. This initiative represents a valuable opportunity to enrich student learning through exposure to the arts.
If the School Board votes "No"	• Student may lose access to a valuable educational opportunity that enhances classroom learning through live theatrical performances. The SEAS program provides students with meaningful exposure to the arts, encourages critical thinking, and promotes an understanding of diverse perspective cultures. Without approval, many students may miss the opportunity to experience the educational and personal benefits that the performing arts can provide.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 2: Equity
Measurable Outcome(s)/Return on Investment	• Reinforces Florida State Standards through curriculum connected educational performances and activities.

	• Supports students' self-awareness and social emotional development through engaging pre- and post- performance experiences. • Strengthens empathy, creativity, and cultural awareness through live theater experiences.

Background/History

Since 1991, the SEAS program has served as the cornerstone of the School Board's partnership with the Broward Center for the Performing Arts (BCPA). Through an interlocal agreement, the School Board maintains a forty-year, rent-free lease of the 580-seat Amaturo theater.

What makes the SEAS program truly unique is its commitment to providing educational and artistic opportunities to all students at no cost. Regardless of socioeconomic background, the program is accessible to every school, teacher, and student throughout the district, with no admission fee required for SEAS performances.

The SEAS program offers students meaningful opportunities to become both appreciators and creators of the arts while enriching their educational experience through live performances. During the 2026-2027 season, SEAS is projected to serve over 100,000 students.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	August 1, 2026, through May 31, 2027
Multi-Year Agreement:	N/A
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Not Applicable

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. There is financial impact to the district in the amount of $388,950.
2. The source of funds is the Athletics & Student Activities Department Budget.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
8/1/2026 – 5/31/2027	10 months	$388,950

Budget Authority Request(s)

This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
FY 27	10 months	Athletics & Student Activities Department Budget	$388,950	Y

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	SEAS impacts schools by enhancing classroom learning through arts-integrated educational experiences that reinforce Florida State Standards while increasing student engagement and participation. The program helps develop well-rounded learners while strengthening school culture and enriching overall educational experiences.
School Selection /Prioritization	All schools and centers will have the opportunity to attend a SEAS performance.
Community/ Stakeholder Engagement	Community engagement is reflected through the positive feedback and outstanding reviews provided by teachers and chaperones regarding the wide variety of SEAS performances and titles offered throughout the program.

End-User Input	Excerpts from Survey Results: • We are currently in Women's History Month so the curriculum we have been using to teach about influential women aligned with this story. I also feel like my students felt the book come to life. – She Persisted • They presented basic science skills in a very entertaining way. – Ada Twist the Scientist • Not only were the kids having a blast, but they learned problem solving skills through story telling. My kids had too much fun yelling "TEAMWORK" and explaining they should work together to create the best pizza! -The Great Pizza Contest • The kids getting exposed to a live performance in a theater where the book comes to life is irreplaceable. – Pinkalicious
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
SEAS Matrix 2026-2027
Historical Agreement with Performing Arts Center Authority

Company	Project Title	Project Type	Grade Level	Show Summary	Shows	Stage	Est. Student Attend.	Cost
Anais Lezcano	Amelia Bedilia	Language Arts/Literature/ Reading/ Theater	1-4	Based on the beloved first book titled, Amelia Bedilia, by Peggy Parish, Amelia Bedilia takes a job as a housekeeper for the wealthy Mr. and Mrs. Roger's and causes all sorts of chaos when she follows instructions—many which are idioms—too literally. Comprised of 6-8 scenes, bringing this book to life on stage captivates young children as they go on a journey with America's favorite housekeeper, all while (secretly) learning about wordplay and idiomatic expressions.	2	Amaturo Theater	1,168	$3,500
Art Prevails Project	The Happening: A Theatrical Mixtape – Work of HeART	Language Arts/Drama/Music/Poetry	6-12	Work of HeART is a powerful, multidisciplinary performance created through a collaborative process with members of Art Prevails Project. Blending music, poetry, dance, and storytelling, the work explores the transformative and healing power of artistic expression while confronting universal struggles such as fear, self-doubt and loss.	2	Abdo New River Room	400	$3,500
Bits N Pieces Puppet Theatre	The Selfish Giant's Garden	Language Arts, Theatre, Visual Arts, Music, Social Studies	K-3	"Bits N Pieces' "The Selfish Giant's Garden" is based on Oscar Wilde's famous fairy tale about a giant who learns it's never too late to share. The production features lathe-turned wooden marionettes. The puppet's simple wooden surface is left so children can use their imagination. The hair is made of rope, the eyes of shiny brads. The string puppet children are round and smooth while the Giant is boxy and rough. The musical show contrasts selfishness and sharing How does a Selfish Giant learn to share?	10	School Based	2,500	$3,000
Bits N Pieces Puppet Theatre	Puss in Boots	Language Arts, Theater, Visual Arts, Music, Social Studies	K-5	Step-by-step, one step at a time, Puss in Boots, the magic cat, learns honesty is the best policy as he helps little brother Nat defeat a wicked Ogre, rescue a Princess and change Nat from Paw-per to Aristo-Cat! Puss In Boots find fame and fortune, step-by-step, one step at a time.	10	School Based	2,500	$3,000

Brazilian Voices	"Rainforest: Jazz Across Cultures - For a Greener Tomorrow"	Language Arts, Theatre, Visual Arts, Music, Social Studies	K-5	An interactive program blends music and nature to inspire environmental awareness. Students sing, move, and play instruments while exploring the rhythms of samba, learning about the Amazon Rainforest and the Everglades, and discovering fascinating wildlife. Through music and hands-on participation, students gain a deeper understanding of ecosystem connections, conservation, and caring for our planet.	10	School Based	2,500	N/C
Broward Center for the performing Arts	Various Artists and performance	Dance/ Language Arts/Literature/ Theatre/Visual Arts	K-12	In past years, we have benefited from our partnership with the Broward Center for the Performing Arts. Through a variety of theater and school-based performances, Broward County Public Schools students have the opportunity to engage in learning through live theater experiences. The Broward Center offers productions that support multiple subject areas and align with numerous BEST Standards. All performances are carefully selected to meet Broward County Public Schools' guidelines for educational and family-friendly programming. This year's featured performances include: Havana Hop What Do You Do With A Problem? Amelia Bedilia Live! Dance Through The Ages Mister C Vol. 3: When Science Goes Viral Bill Blagg- Magic in Motion Clifford the Big Red Dog Cat Kid Comic Club Pout Pout Fish The Happening - Work of HeART Pete the Cat The Ocean's Got Talent Where Did We Sit On The Bus? Steve Trash Science Live Professor Smart Let's Go Science Show Super Scientific Circus & Funny Stuff Circus Asolo Rep - 45 Min Shakespeare Holiday Traditions	83	Amaturo Theater/ The Parker	63,000	$25,000

				Schoolhouse Rock Cirque Kalabante Yamato Slow Burn - Come From Away Slow Burn - Dear Evan Hansen Junie B Jones the Musical/ FAU Don't Let the Pigeon Drive the Bus Llama Llama LIVE! Elf Jr. - All Student Production Beanstalk: The Adventures of Jack and the Giant Shaghai Acrobats International African Acrobats The Selfish Giant's Garden Puss in Boots Why Mosquitoes Buzz Lady Bug: Action Hero! JazzSLAM The Playmakers Tour Scrooge! A Fractured Christmas Little Monster Tales Seraphic Fire The Mixed - Up Fairytale Elephant & Piggie The Singing Zoologist The Weight of Words				
Coral Springs High School	TBA	Dance/Music/ Theatre/ Language Arts	K-5	The "By Students, For Students" initiative allows high school drama students to perform live productions for elementary school audiences through the SEAS program. This opportunity expands SEAS programming while showcasing the talent of Broward County Public Schools' drama programs. The initiative provides valuable performance experience for student actors, inspires younger students, and increases visibility for the outstanding arts programs throughout the district.	4	Coral Springs High	TBA	$4,000
Cooper City High School	How to Train Your Dragon Jr.	Dance/Music/ Theatre/ Language Arts	K-5	Hiccup is a young Viking who defies tradition and befriends one of his deadliest foes – a ferocious dragon he calls Toothless. Together, the unlikely heroes fight against the odds to save both their worlds in this wonderful theatrical adaptation performed by Cooper City High School students.	4	Cooper City High	TBA	$4,000

Monarch High School	TBA	Dance/Music/ Theatre/ Language Arts	K-5	The "By Students, For Students" initiative allows high school drama students to perform live productions for elementary school audiences through the SEAS program. This opportunity expands SEAS programming while showcasing the talent of Broward County Public Schools' drama programs. The initiative provides valuable performance experience for student actors, inspires younger students, and increases visibility for the outstanding arts programs throughout the district.	4	Monarch High	TBA	$4,000
Broward County Schools	Stars on Parade	Dance/Music/ Theatre/ Language Arts	K-12	Stars on Parade is the performing arts extravaganza showcasing outstanding performers from the Broward School District. These talented artists will perform selections from theatre, dance, vocals, and music. Many have already received the “Critics Choice Award” given by the State of Florida for their accomplishments in the Performing Arts. Visual Arts winners will also be highlighted. The highlight of the event will be recognition and celebration of the 2025 – 2026 Arts for the Future Scholarship winners. This scholarship is awarded annually to seniors from Broward County for their accomplishments in the arts and who are planning to pursue the arts in post-secondary education.	1	Amaturo Theater	584	N/A
Dance Alive National Ballet	Lady Bug: Action Hero!	Dance/ Language Arts/Theatre	K-6	This is a 50 minute children’s ballet, perfect for all ages. It is the delightful story of a brave little ladybug who is “small in size, but big of heart”, and her mighty efforts to save her forest friends. Set in a rain forest, it includes Lady Bug’s best friends: the happy hopping frog, a beautiful butterfly named Betsy, and the wise old mister turtle. A tap-dancing caterpillar, an army of ants, a pair of beautiful loves birds, a wicked wasp, a greedy salesman, a loving family and a mean hunter round out the characters. And lo and behold, a baby butterfly emerges from a cocoon! Good wins out, and everyone, including the hunter! – becomes friends with the amazing Lady Bug.	4	Amaturo Theater	2,336	$8,000

Fantasy Theatre Factory, Inc.	Little Monster Tales	Language Arts/Literature/ Reading/ Theater	2-5	Little Monster Tales is a fun and imaginative theatrical production that brings favorite monster-themed stories to life through acting, music, costumes, and props. Students will explore themes of courage, overcoming fears, humor, and creative storytelling while enjoying a collection of spooky and silly tales from beloved children's authors. This engaging performance inspires a love of reading and encourages students to discover more books.	2	Amaturo Theater	1,168	$2,099
Fantasy Theatre Factory, Inc.	Scrooge! A Fractured Christmas Carol	Language Arts/Literature/ Reading/ Theater	3-7	A fractured Christmas Carol – a dazzling version of Charles Dickens' timeless tale! Brace yourself for a festive fusion of past and present, where the 1840's meet today, London meets South Florida, and tradition dances with a modern twist for a story that celebrates the goodness within us all!	2	Amaturo Theater	1,168	$4,198
Florida Children's Theatre	Why Mosquitoes Buzz	Language Arts/Social Studies/ Theatre	K-5	"WHY MOSQUITOES BUZZ" is an African myth and folk tale created to answer the young child's request of "why?" There are many folk tales and myths that have been passed down from generation to generation. They share what is important in a culture and celebrate traditions. In Africa, stories were told around the fire each evening not only as entertainment, but to teach and inform younger generations. It is our responsibility to continue the traditions that came before us. As we share the stories of Rabbit, Python, Monkey, Rooster, and Mosquito, we pass them on and on until they become, once again, part of who we are."	4	Amaturo Theater	2,336	$7,000
Florida Studio Theatre	The Playmakers Tour	Humanities/ Language Arts/ Theatre	K-6	Bring FST to your school for a play that will inspire your students to write plays of their very own! In this interactive experience, your students will learn the ingredients of a play and see a brand-new one created (using their OWN ideas) right before their eyes. More than just a performance, Playmakers includes up to eight in-class workshops to get your students writing. All students are encouraged to submit their plays to FST's 2027 Young Playwrights Festival to be considered for a professional production in the spring.	5	School Based	2,500	$6,800

Gold Coast Jazz Society, Inc.	JazzSLAM (Jazz Supports Language Arts & Math)	Language Arts/Math/ Social Studies/Music	3-5	Gold Coast Jazz Society presents JazzSLAM, an interactive program that combines jazz, Language Arts, Math, and Social Studies. Students learn how musical forms relate to essay writing, reading strategies, and test-taking skills, while also strengthening their understanding of fractions, percentages, rhythm, and timing through hands-on participation with a live jazz band.	5	School Based	1,500	$5,000
Lucas Miller	Singing Zoologist	Dance/ Language Arts/Music/ Social Studies	1-3	Let's get excited about science with The Singing Zoologist, Lucas Miller. This high-energy, multimedia program uses music, storytelling, and vivid visuals to explore everything about the growth and migration of monarch butterflies, the metamorphosis of frogs, pollination of blue bonnets and the amazing work of honeybees. With catchy songs, clever science, and plenty of laughs, students will sing, move, and learn as they discover the wonderful world of the life cycle of science.	2	Amaturo Theater	1,168	$4,500
Miami City Ballet	Dance Through the Ages	Dance/Music/ Language Arts	3-6	Dancing Through the Arts introduces students to ballet, jazz, and tap through performances and demonstrations by professional dancers. Students learn how dance styles have evolved over time and how movement is used for creativity, storytelling, and artistic expression.	2	Amaturo Theater	1,168	$3,500
Miramar Cultural Center	What Do You Do with A Problem?	Language Arts/Social Studies/ Theatre	3-5	**What Do You Do With a Problem?** tells the story of a child who learns that avoiding a problem only makes it seem bigger. Through courage and self-discovery, students learn the importance of facing challenges, building resilience, and finding opportunities for growth.	2	Miramar Cultural Center	1,600	$10,000
Nova High School	Weight of Words	Dance/ Language Arts/Music/ Social Studies	6-12	The drama department from Nova High school will perform the anti-bullying theater piece of "Weight of Words" at the Broward Center for the Performing Arts. Productions are a call to action for peace in our schools and communities.	4	Amaturo Theater	2,336	$750
Page Turner Adventures	The Ocean's Got Talent	Language Arts/ Theatre	3-5	"Seymour the Sea Slug thinks he's not up to the task of competing in the contest in the OCEAN'S GOT TALENT. When he compares himself to the other contestants, all he sees is their abilities and his own weaknesses. He needs to develop confidence and learn to appreciate his abilities in	2	Amaturo Theater	1,168	$7,500

				this ocean-themed musical about recognizing and embracing one's strengths. This is a multimedia, high energy show with amazing undersea creature footage, puppetry, an interactive game show and tons of audience participation."				
Page Turner Adventures	The Mixed-Up Fairytale	Language Arts/ Theatre	K-3	Everyone in the audience participates in this comical quest to break a spell placed on Sleeping Beauty. Along the way, the kids must persuade Red Riding Hood to give up her cape, discover the secret under grandma's bed, and retrieve a golden spoon from a REAL 10-foot-tall giant! Kids will recognize their favorite storybook characters in this hilarious fractured fairytale.	4	Amaturo Theater	2,336	$12,500
Seraphic Fire	Seraphic Fire in Concert	Music	3-12	Seraphic Fire's world-class vocalists guide students through the history of choral music, exploring works from the medieval era to today. Through active listening and discussion, students learn about different musical styles, cultures, languages, and time periods while developing an appreciation for diverse musical traditions and their connections to American music.	1	The Parker	1,147	N/C
Stages Productions	Let Freedom Sing	Language Arts/Social Studies/History	K-5	This high-energy firecracker explodes with knowledge about our great nation; from her birth in 1776, through 2026! Filled with colorful songs and characters like Betsy Ross, Abraham Lincoln and Dr. Martin Luther King Jr. this multi-media event will rekindle your appreciation for our homeland's past and leave you proud to be an American.	4	Amaturo Theater	2,336	$7,600
The Raymond F. Kravis Center for the Performing Arts	Where Did we sit on the Bus?	Language Arts/Social Studies/History	2-4	Nine-year-old Bee Quijada sits in a suburban classroom. During a history lesson on Rosa Parks, she asks, "Where did Latinos sit on the bus?" It's a one-person show that immerses the audience in elaborate, layered soundscapes by fusing Latin rhythms, hip-hop, and spoken word poetry. WHERE DID WE SIT ON THE BUS? captures both the innocence of youth and the pressures that come with being the child of immigrants. "What is my place? Where do I fit in?" Building from the ground up, one step at a time, taking audiences on a soulful musical	2	The Parker	2,294	$7,200

				journey as its hero finds hope and meaning through art.				
				TOTAL			100,000 students	$136,647

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date	Open Agenda	Special Order Request	Agenda Item Number
5/7/13	X Yes ___ No	___ Yes X No	LL-2

TITLE:
Agreement with Performing Arts Center Authority

REQUESTED ACTION:
Approve Agreement with the Performing Arts Center Authority (PACA) for the funding and use of the new Miniaci Arts Education Center at the Broward Center for the Performing Arts.

SUMMARY EXPLANATION AND BACKGROUND:
The proposed agreement sets forth the use and funding of the new Miniaci Arts Education Center at the Broward Center for the Performing Arts. The new Miniaci Arts Education Center, scheduled to open in the summer of 2014, is being built with public and private funding. The Miniaci Arts Education Center will be dedicated to arts in education programming, including classroom and rehearsal space, broadcast capabilities to connect to the classroom, a 150-seat intimate stage/lecture hall and work stations for district art and music personnel.

(Summary Explanation and Background Continued)

SCHOOL BOARD GOALS:

X •Goal 1: High Quality Instruction
__ •Goal 2: Continuous Improvement
__ •Goal 3: Effective Communication

FINANCIAL IMPACT:
There is no financial impact to The School Board of Broward County, Florida for the 2012-13, 2013-14 and 2014-15 school years. The School Board of Broward County, Florida shall pay PACA the monthly sum of $47,917 per month commencing on October 1, 2015. Payments shall end on September 1, 2025 or 120 months after the commencement of payments, whichever occurs last. Total payments shall not exceed $5,750,040.

EXHIBITS: (List)
1. Agreement
2. Fort Lauderdale Downtown Development Authority
3. City of Fort Lauderdale
4. Broward County
5. SEAS Participation, Current Agreement

BOARD ACTION:
APPROVED
(For Official School Board Records' Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name	Phone
Leslie Brown	754-321-2100
Damian Huttenhoff	754-321-2550

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Leslie Brown, Chief Portfolio Services Officer, Facility Assigned
Office of Portfolio Services

Approved in Open Board Meeting on: MAY 07 2013

By: Laurie Rich Levinson School Board Chair

Form #4189
Revised 12/12
RWR/LB/DH:sw

Broward County Public Schools (BCPS) is one of five founding partners in the public/private partnership that is the Performing Arts Center Authority. Other partners include Broward County, City of Fort Lauderdale, Downtown Development Authority and the Broward Performing Arts Foundation, which represents private donors and corporate supporters. BCPS contributed $8 million to the original construction of the Broward Center for the Performing Arts. The total project cost was $56 million, and the Center opened in 1991. As a condition of its contribution, BCPS was granted a 40-year lease on the Amaturo Theater. The lease allows for BCPS to have access to the theater rent free, paying only for direct user fee expenses (i.e. utilities). The Amaturo Theater became the home for the Student Enrichment in the Arts (SEAS) program. Today, approximately 125,000 students are at the Broward Center annually, participating in a broad range of arts-based educational programs.

The crown jewel of the partnership between BCPS and PACA is the acclaimed SEAS program. The SEAS program has served over 2.5 million public students. For most students, their first exposure to the theater is through SEAS. SEAS has received local and national recognition including:

- National Award of Excellence from the Kennedy Center Alliance for Arts Education
- Greater Fort Lauderdale Alliance "Business Builds Educational Excellence Award"
- Magna Award from the National School Boards Association
- Arts Innovation Award, International Network of Performing & Visual Arts

The partnership between BCPS and PACA also includes: arts integration conferences, Arts for the Future Scholarship program, Broadway workshops for educators and students and Reading Residency through the theater for Head Start.

The five founding partners will fund the Broward Center for the Performing Arts Capital Replacement Renewal Program, which includes the new Miniaci Arts Education Center. The partners will contribute the following amounts:

- Broward County - $12 million, approved by Commissioners, February 28, 2012
- City of Fort Lauderdale - $4.5 million, approved by City Council, July 10, 2012
- Downtown Development Authority, $1 million, approved by DDA, January 30, 2013
- Broward Performing Arts Foundation, $27 million, private donations

The associated agreements are attached to this item.

Under the terms of the agreement, BCPS will contribute $5,750,040 over a ten-year period. Payments of $47,917 per month will commence on October 1, 2015, based on final approved BCPS budget for the 2015-2016 school year. Therefore, there is no financial impact to the School Board for the 2012-13, 2013-14 and 2014-15 school years. The source of funding effective with the first payment on October 1, 2015 shall be from the school system's general fund. Article 2.07 Source of Payments provides that "nothing herein shall obligate SBBC to pay PACA for a period in excess of one year. The payments due hereunder are to be made only from SBBC's available revenues appropriated for such purpose." Section 3.07 permits The School Board to annually determine whether to allocate funds for this program and to terminate the Agreement upon non-appropriation of funds.

BCPS shall have priority use of the Miniaci Arts Education Center for a period of 30 years. BCPS may use the education center to conduct educational programs for district school students and teachers, which may include lectures, seminars, classes and workshops. BCPS shall utilize the Miniaci Arts Education Center rent-free for 30 years. In addition, BCPS shall not be required to pay user fees such as electricity or custodial for use of the education center.

This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel. Performing Arts Center Authority agreement will be executed after School Board approval.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 7th day of May, 2013, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

PERFORMING ARTS CENTER AUTHORITY
(hereinafter referred to as "PACA"),
an independent special district and a public body politic and corporate
organized under the laws of the State of Florida whose principal place of business is
201 Southwest Fifth Avenue, Fort Lauderdale, Florida 33312.

WHEREAS, SBBC and PACA are both public entities whose primary missions involve enhancing public education and have a long cooperative relationship and history of conducting joint projects to serve the citizens of Broward County, Florida, and

WHEREAS, PACA has plans to develop new facilities in which it proposes to expand SBBC's access to the Broward Center for the Performing Arts to include the new Rose Miniaci Arts Education Center ("Education Center") due to open in spring 2014, and would provide SBBC with priority access to the Education Center for a 30 year term; and

WHEREAS, the Education Center will be used for expanded educational services and programs for public school students; and

WHEREAS, SBBC desires to support the efforts of PACA's new Education Center which will enhance the education of district school students.

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

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. The term of this Agreement shall commence upon issuance of a certificate of occupancy for the Education Center, or October 1, 2014, whichever is later, and, subject to Section 3.07, shall conclude on September 30, 2046, or thirty (30) years after the commencement date, whichever occurs later.

2.02 **Use of Premises.** This Agreement is entered into between the parties to provide expanded access of PACA's facilities to district school students served by SBBC beyond that presently being provided by PACA under any existing agreement. PACA shall provide SBBC's district school students with access to Education Center upon issuance of a certificate of occupancy for the Education Center or on October 1, 2014, whichever occurs last. Pursuant to a schedule mutually agreed upon in writing by the parties, SBBC may use the Education Center to conduct educational programs for district school students which may include lectures, seminars, classes and workshops which are part of the regular district school curriculum offered by the SBBC. The SBBC shall also be permitted to use the Education Center to conduct community educational programs as may be agreed to in writing by the parties. The SBBC shall use the Education Center for no other purpose or use unless approved in writing by PACA. The SBBC shall not permit the Education Center to be used or occupied in any manner which violates any laws or regulations of any governmental authority.

2.03 **Payment for Facility Use.** For use of the Education Center as specified in Section 2.02, SBBC shall pay PACA the sum of $47,917.00 per month commencing on October 1, 2015 or the first day of the month following the issuance of a certificate of occupancy for the Education Center, whichever occurs last, and ending on September 1, 2025, or one hundred twenty (120) months after the commencement of payments, whichever occurs later. Said monthly payments shall be due by the first day of each month. No use by SBBC of the Education Center prior to October 1, 2015 or provision in this Agreement shall limit the SBBC's ability to exercise its authority to decline to allocate funds for the payment of the use of the Education Center as permitted under Sections 2.07 and 3.07.

2.04 **PACA Responsibilities**: PACA shall be responsible for:

(a) Maintenance of the Education Center facility, equipment and grounds and all related costs;

(b) General supervision of all activities occurring in the Education Center;

(c) Establishing policies and guidelines for the operation and use of the Education Center, including mutually agreed upon guidelines for the interface of SBBC activities and PACA operations;

(d) Purchasing all required services, equipment and supplies for the basic operation of the Education Center; and

(e) Supervision of any volunteers utilized in the operation of the Education Center.

2.05 **SBBC Responsibilities**: SBBC shall be responsible for:

(a) Establishing curriculum content for all SBBC activities conducted at the Education Center;

(b) Providing direct supervision and instruction for such curriculum;

(c) Providing PACA with specific schedule of SBBC's use and activities per Section 2.06.

(d) Designate a SBBC liaison to coordinate the scheduling of all activities in the Education Center.

2.06 **Scheduling of Events/Activities and Priority Use.**

(a) At least sixty (60) days prior to the commencement of each school year, the SBBC shall submit to PACA a schedule of SBBC activities to be conducted in the Education Center during the upcoming full school year. Such schedule shall be prepared in compliance with the policies and guidelines adopted by PACA for the operation of the Education Center. The SBBC shall have priority use of the Education Center during the times when district school sessions are regularly scheduled. The SBBC's right to priority use of the Education Center shall not include weeknights, weekends, holidays, teacher work days or summer school sessions unless otherwise agreed to in writing by the parties; however, the SBBC may use the Education Center during non-priority days/times based on availability. PACA will apply its best efforts to accommodate the SBBC during non-priority days/times.

(b) The SBBC's right to use the Education Center as provided for in this Agreement shall not preclude the operation of the Education Center by PACA or such other person, firm, or entity for use by the general public or such other uses which do not unreasonably interfere with the SBBC's scheduled activities and such other uses may be scheduled simultaneously with SBBC scheduled activities. Further, the parties agree that PACA retains the right to enter into a lease, license or other agreement with such other persons, forms or entities for such other non-conflicting uses of the Education Center.

2.07 **Source of Payments.**

(a) SBCC represents and warrants that, for the term of this Agreement, SBBC's obligations to make payment for use to PACA facilities hereunder, for each fiscal year of SBBC, shall constitute a current expense of SBBC and shall not in any way be construed to be a debt of SBBC in contravention of any applicable constitutional, statutory or charter limitations or requirements concerning the creation of indebtedness by SBBC. NOTHING HEREIN SHALL OBLIGATE SBBC TO PAY PACA FOR A PERIOD IN EXCESS OF ONE (1) YEAR. THE PAYMENTS DUE HEREUNDER ARE TO BE MADE ONLY FROM SBBC'S AVAILABLE REVENUES APPROPRIATED FOR SUCH PURPOSE AND NEITHER SBBC, THE DISTRICT, THE STATE OF FLORIDA, NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY ANY SUMS DUE HEREUNDER TO PACA FROM SOURCES OTHER THAN APPROPRIATED AVAILABLE REVENUES AND THE FAITH AND CREDIT OF NEITHER SBBC, THE DISTRICT, NOR THE STATE OF FLORIDA IS PLEDGED FOR PAYMENT OF SUCH SUMS DUE HEREUNDER AND THE OBLIGATIONS ARISING HEREUNDER DO NOT CONSTITUTE AN INDEBTEDNESS OF SBBC, THE DISTRICT, OR THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION.

(b) All payments required by SBBC to be made under this Agreement shall be made when due without notice or demand. Subject to Section 3.07 hereof, SBBC shall not make partial payment of any amount coming due hereunder.

(c) During the term of this Agreement, SBBC will furnish to PACA a copy of the portion of the each official tentative and final budget of SBBC relating to such line item within twenty (20) days after it is printed. Anything in this Agreement notwithstanding, the parties agree that this Agreement and all of SBBC's obligations to make the payments hereunder are subject to, and can be terminated by SBBC pursuant to the happening of Non-Appropriation as described in Section 3.07 hereof.

(d) SBBC hereby agrees that within five (5) business days after the adoption or approval of either the tentative or final budget which does not include the full amount of the payments due hereunder; it will give notice of same to PACA.

2.08 **Record Retention and Audits**:

(a) Period of Record Retention. PACA shall retain all records supporting the receipt of funds paid by SBBC under this Agreement for at least five (5) years after the fiscal year in which the final payment is made by SBBC to PACA under this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to PACA's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to PACA pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide PACA reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to PACA's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by PACA to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any PACA's claims for payment by SBBC.

(h) Inspector General Audits. PACA shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.09 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it

is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Office of Portfolio Services The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To PACA:	George Platt, Chairperson, PACA Performing Arts Center Authority Broward Center for the Performing Arts 201 Southwest Fifth Avenue Fort Lauderdale, Florida 33312-7112
With a Copy to:	Chief Financial Officer Attention: Timothy Weeks Broward Center for the Performing Arts 201 Southwest Fifth Avenue Fort Lauderdale, Florida 33312-7112

2.10 **Indemnification**. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Nothing herein shall be construed as a waiver by SBBC or PACA of sovereign immunity or of any rights and limits to liability existing under Section 768.28, Florida Statutes.

2.11 **Background Screening**: PACA acknowledges that it does not possess any statutory exemption to the Jessica Lunsford Act. PACA agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of PACA or its personnel providing any services under the conditions described in the previous sentence. PACA shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to PACA and its personnel. The parties agree that the failure of PACA to perform any of the duties described in this section shall constitute a material breach

of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, PACA agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in PACA's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or PACA of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor**. The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party nor its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 This section is intentionally omitted.

3.06 **Default**. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable

cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for non-appropriation pursuant to Section 3.07.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records**. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records**: Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section shall survive the termination of all performance or obligations under this

Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 **Compliance with Laws**. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment**. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party, except that SBBC agrees that this Agreement and any interest herein may be assigned by PACA in connection with any bond, loan, financial security or collateral agreement relating to the financing of the new facilities. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference**. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect

as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Laurie Rich Levinson, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____ 04/30/13
Office of the General Counsel

FOR PACA

(Corporate Seal)

PERFORMING ARTS CENTER AUTHORITY

WITNESSES:

Signature

Diane Leonard
Print Name Above

Signature

TIMOTHY WEEKS
Print Name Above

By _____
George Platt, Chairperson, PACA

Date: 6/5/13

Approved as to Legal Form:

Edward A. Dion
Edward A, Dion
NABORS, GIBLIN & NICKERSON, P.A.

Special Counsel to Performing Arts Center Authority

v:\Allwork-USE\contracts\develop\1213year\130418paca

AGREEMENT

between

FORT LAUDERDALE DOWNTOWN DEVELOPMENT AUTHORITY

and

PERFORMING ARTS CENTER AUTHORITY,

for

GRANT FUNDS FOR
BROWARD CENTER FOR THE PERFORMING ARTS
CAPITAL REPLACEMENT AND RENEWAL PROJECT

AGREEMENT

between

FORT LAUDERDALE DOWNTOWN DEVELOPMENT AUTHORITY

and

PERFORMING ARTS CENTER AUTHORITY.

for

GRANT FUNDS FOR
BROWARD CENTER FOR THE PERFORMING ARTS
CAPITAL REPLACEMENT AND RENEWAL PROJECT

This Agreement ("Agreement"), is made and entered into this ___ day of January, 2013, by and between FORT LADUERDALE DOWNTOWN DEVELOPMENT AUTHORITY, an independent special district of the State of Florida, hereinafter referred to as "DDA,"

and

PERFORMING ARTS CENTER AUTHORITY, an independent special district of the State of Florida, hereinafter referred to as "PACA."

WHEREAS, PACA is contemplating a Forty Four Million Dollars ($44,000,000) capital and renewal replacement project to the Broward Center for the Performing Arts; and

WHEREAS, the DDA is prepared to offer certain grant funding to PACA as a contribution towards the costs of the capital renewal and replacement project; and

WHEREAS, more specifically, DDA is prepared to provide to PACA in accordance with the terms of this Agreement a One Million Dollar ($1,000,000) grant, hereafter referred to as "DDA Grant Funds"; and

WHEREAS, the DDA has found and determined that the Broward Center for the Performing Arts provides a venue for art and cultural activities and serves an important public purpose and benefit to the community; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, DDA and PACA agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

1.1 Agreement - Agreement shall mean this document and other terms and conditions which are included in the exhibits and documents that are expressly incorporated by reference.

1.2 Contract Administrator - The DDA Executive Director or designee. The primary responsibilities of the Contract Administrator are to coordinate and communicate with PACA and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator.

1.3 Project - The Project is defined to mean the approximately $44 Million Dollars capital replacement and renewal plan for the Broward Center for the Performing Arts, which includes the renovation and improvement to the existing theater and building facilities, and the addition of an educational center and event pavilion, all as more specifically described on Exhibit "1" "Project Description" attached hereto and made a part hereof.

1.4 DDA Grant Eligible Cost. - DDA Grant Funds shall be spent solely on the hard cost of construction and soft costs associated therewith for streetscape, landscape and exterior improvements within the Project .

ARTICLE 2
SCOPE OF SERVICES

PACA shall undertake and perform all services and obligations identified in this Agreement and as provided on Exhibit "2" attached hereto and made a part hereof, as a condition for eligibility to receive grant funds pursuant to this Agreement.

ARTICLE 3
TERM AND TIME OF PERFORMANCE

The term of this Agreement shall begin on the date it is fully executed by both parties and shall end March 30, 2014.

ARTICLE 4
COMPENSATION AND MONTHLY ACCOUNTING

DDA agrees to pay PACA, in the manner specified in Exhibit "2" in the amount of $1,000,000. The grant of $1,000,000 shall be paid, subject to the conditions of this

Agreement, in two lump sum payments, the first $750,000 due and payable on or before January 18, 2013 and the remaining $250,000 payable on or before June 30, 2013 upon DDA's prior receipt of an invoice for each amount requested. Such invoices will be submitted at least fifteen days prior to the due date therefor. PACA hereby certifies, represents and warrants to DDA that the proceeds hereof will be expended solely to pay DDA Grant Eligible Costs. Any proceeds hereof not expended by the completion date of the Project will be returned to DDA. As a subrecipient of DDA Bond Funds, PACA shall assist DDA in its monthly recordkeeping for bond arbitrage compliance by depositing DDA Grant Proceeds in a separate interest bearing account, and providing the Contract Administrator monthly statements within fifteen (15) days of receipt from the financial institution where DDA Grant Funds are deposited until the funds are fully dispersed for Grant Eligible Costs. Upon the close-out of this account, all DDA Grant Funds, together with accrued interest thereon, not expended for DDA Grant Eligible Costs shall be returned to the DDA. All DDA Grant Funds shall be fully disbursed for Grant Eligible Costs on or before March 30, 2014.

ARTICLE 5
INDEMNIFICATION

GOVERNMENTAL IMMUNITY: Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. PACA is a political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 6
TERMINATION

6.1 Reserved.

ARTICLE 7
FINANCIAL STATEMENTS

7.1 PACA must submit audited and certified financial statements prepared in accordance with Generally Accepted Accounting Principles and audited by an independent Certified Public Accountant. PACA shall provide to Contract Administrator two (2) copies of such annual financial statements. Said annual financial statement shall be submitted to Contract Administrator within one hundred twenty (120) calendar days after the close of each of PACA's fiscal years in which PACA receives from DDA funds under this Agreement.

7.2 The financial statements shall include a statement of financial position, a statement of activities, a statement of cash flows, and any management letters thereby generated by or on behalf of PACA during any one DDA fiscal year.

7.3 For each project support grant awarded under this Agreement, the audited financial statements shall include a special report on specific accounts in order to account for services and/or projects during the PACA's fiscal year for which funds were provided. The special report shall be in accordance with Section 623 of the Codification of Statements on Auditing Standards as promulgated by the American Institute of Certified Public Accountants. The special report shall include:

a. The statement, "no funds, including no interest earned on such funds, are due back to the DDA," or, a statement listing the funds, including interest earned on such funds, which are due back to the DDA;

b. An opinion as to whether the funds received under Agreement with DDA for the applicable grant have been expended in accordance with this Agreement; and

c. A schedule of project revenues and expenditures including, but not limited to, the following:

i. all revenues relating to the services and/or project classified by the source of the revenues; and

ii. all expenditures relating to the services and/or project classified by the type of expenditures, to include the classifications as set forth in Exhibits "1" and "2" of this Agreement.

7.4 The financial statements and, where applicable, the special report, shall include all financial requirements for the entire Scope of Services or project covered by this Agreement, even if a part of the services or project was performed during the previous fiscal year(s) or continues past the end of PACA's current fiscal year.

7.5 Any corrections to the financial statements and/or special report requested by the Contract Administrator shall be made and submitted to the Contract Administrator within sixty (60) calendar days after written request is received by PACA.

ARTICLE 8
MISCELLANEOUS

8.1 AUDIT RIGHT AND RETENTION OF RECORDS

DDA shall have the right to audit the books, records (including financial receipts), and accounts of PACA that are related to this Agreement. PACA shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of PACA shall be kept in written form, or in a form capable of conversion into

written form within a reasonable time, and upon request to do so, PACA shall make same available in written form at no cost to DDA.

PACA shall preserve and make available, at reasonable times for examination and audit by DDA, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after earlier termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained by PACA until final resolution of the audit findings. If the Florida Public Records Act is determined by DDA to be applicable to PACA's records, PACA shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by PACA. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for DDA's disallowance and recovery of any payment upon such entry.

8.2 EQUAL EMPLOYMENT OPPORTUNITY (EEO) COMPLIANCE

PACA shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. PACA shall include the foregoing or similar language in its contracts with any subcontractor or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended.

8.3 INDEPENDENT CONTRACTOR

PACA is an independent contractor under this Agreement. Services provided by PACA pursuant to this Agreement shall be subject to the supervision of PACA. In providing such services, neither PACA nor its agents shall act as officers, employees, or agents of the DDA. No partnership, joint venture, or other joint relationship is created hereby. DDA does not extend to PACA or PACA's agents any authority of any kind to bind DDA in any respect whatsoever.

8.4 THIRD PARTY BENEFICIARIES

Neither PACA nor DDA intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

8.5 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgment of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR DDA:

Chris Wren
Executive Director
Fort Lauderdale Downtown Development Authority
305 S. Andrews Avenue, Suite 301
Fort Lauderdale, FL 33301

FOR PACA:

Kelley Shanley,
President
Performing Arts Center Authority
201 S.W. 5th Avenue
Fort Lauderdale, FL 33312

Either party may change at any time in writing the names, title and/or addresses stated in Section 7.5 herein by using the notices procedure stated in Section 7.5 herein to notify the other party.

8.6 ASSIGNMENT

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party.

8.7 MATERIALITY AND WAIVER OF BREACH

DDA and PACA agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

8.8 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective. .

8.9 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Agreement by reference and a term statement, requirement, or provision of Articles 1 through 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect.

8.10 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, PACA AND DDA HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

8.11 AMENDMENTS

Except for the provisions set forth in Article 4, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by DDA, (through its Board), and PACA.

8.12 PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

8.13 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "1" and "2" are incorporated into and made a part of this Agreement.

8.14 COMPLIANCE WITH LAWS

PACA shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

8.15 MULTIPLE ORIGINALS

This Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original.

8.16 NO INTEREST

Any monies which are the subject of a dispute regarding this Agreement and which are not paid by DDA when claimed to be due shall not be subject to interest. All requirements inconsistent with this provision are hereby waived by PACA.

8.17 REPRESENTATION OF AUTHORITY

The individuals executing this Agreement on behalf of any entity do hereby represent and warrant that they are, on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of their principal.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: DDA through its BOARD, signing by and through its Chair or Vice-Chair, authorized to execute same by Board action on the 10 day of February, 20 11, and PACA, signing by and through its officer, duly authorized to execute same.

DDA:

ATTEST:

Marcia Brown

Fort Lauderdale Downtown Development Authority

Authorized Signature

Tim Petrillo, Chairman

Print Name and Title

25 day of January, 2013.

AGREEMENT BETWEEN FORT LAUDERDALE DOWNTOWN DEVELOPMENT AUTHORITY AND PERFORMING ARTS CENTER AUTHORITY, FOR BROWARD CENTER FOR PERFORMING ARTS CAPITAL RENEWAL AND REPLACEMENT PROJECT.

PACA:

WITNESSES:

Print Name: Seth Platt

Print Name: Kathy Singer

PERFORMING ARTS CENTER AUTHORITY.

(Authorized Signature)

George I. Platt, Chair
(Print name and title)

30 day of January, 2013.

ATTEST:

Assistant Corporate Secretary

(Corporate seal)

Approved as to form by

GARRY W. JOHNSON, P.A.,
1401 E. Broward Blvd, Suite 206
Fort Lauderdale, FL 33301
Legal Counsel for
Performing Arts Center Authority

By: _____
Garry W. Johnson, Esq.

EXHIBIT "1"
PROJECT DESCRIPTION

The project currently includes, but may not be limited to, the following components:

- Core refurbishment of the existing Broward Center for the Performing Arts major mechanical, theatrical, and operational systems, to include restrooms, lobby spaces, seating, HVAC, sound & lighting, and other components.
- Construction of an 11,700 square foot, two-story LEED certified event pavilion and affiliated seating terraces, to be located on the hillside east of the Broward Center overlooking the New River.
- Construction/renovation of a 25,000 square foot, three-story Education Wing on the west side of the Broward Center to house an educational classroom and performance space, operational support space, and administrative offices.
- Construction of a 1,000 square foot Production Wing on the north side of the Broward Center to house enhanced production support areas.
- Renovation of approximately 1,300 square feet of the A&E Garage, supporting the Broward Center, located on the west side of SW Fifth Avenue between Broward Blvd. and SW 2nd Street.
- Renovation of approximately 28,000 square feet of selected spaces contained within the existing Broward Center for reuse as premium guest experiences, event spaces, and pre-function spaces.

The above project scope is subject to revision based on funding availability and at the sole discretion of PACA.

EXHIBIT "2"

I. PACA has been awarded a grant payable in the amount set forth below:

DDA GRANT PROGRAM $ 750,000 FY 2013 PAYABLE BY FEBRUARY 1, 2013

$ 250,000 FY 2013 PAYABLE BY JUNE 30, 2013

II. Funding for such grant shall be paid to PACA by DDA in accordance with the Agreement and with the following:

a) **Project Title:** Broward Center for the Performing Arts – Capital Replacement and Renewal Project.

b) **Scope of Services**: DDA funds ($1,000,000) shall be used to pay for and/or reimburse PACA for architectural and engineering design fees and/or construction costs incurred as part of PACA's Capital Replacement and Renewal Project. DDA funds may be used to pay for and/or reimburse PACA for fees and/or costs incurred before or after the execution date of this Agreement. PACA agrees during the term of this Agreement that it shall be solely responsible for entering all necessary contracts to provide for architectural and engineering design fees incurred as part of PACA's Capital Replacement and Renewal Project. The estimated project cost, excluding fundraising and financing costs, is $44 million and includes the site preparation, design, construction, remodeling, replacement and enlargement of the Broward Center for Performing Arts located at 201 SW 5th Avenue, Fort Lauderdale, Florida, as more specifically described in the Project Description attached to the Agreement as Exhibit "1".

c) **Grant Funding**: DDA agrees to make available to PACA a grant ("Grant") in the total amount of $1,000,000, payable to PACA in accordance with the terms of the Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

GRANT AGREEMENT

Between

CITY OF FORT LAUDERDALE

and

PERFORMING ARTS CENTER AUTHORITY

For Capital Grant Funding For Fiscal Years 2012 through 2027

GRANT AGREEMENT

Between

CITY OF FORT LAUDERDALE

and

PERFORMING ARTS CENTER AUTHORITY

For Capital Grant Funding for Fiscal Years 2012 through 2027

This Grant Agreement ("Agreement") is made and entered into by and between CITY OF FORT LAUDERDALE, FLORIDA, a municipal corporation, hereinafter referred to as "CITY,"

AND

PERFORMING ARTS CENTER AUTHORITY, an independent special district and a public body politic and corporate, in Broward County, organized in the State of Florida, hereinafter referred to as the "PACA."

WHEREAS, PACA was created in 1984 by a special act ("Act") of the Florida Legislature (Chapter 84-396, reenacted by Chapter 2005-335) and the Act deemed PACA's purpose as a public purpose, and therefore the expenditure of monies by the CITY for such purpose is a valid, necessary public purpose; and

WHEREAS, PACA operates the Broward Center of the Performing Arts ("Center"), and the Center has shown itself to be a world-class, cultural attraction for the City of Fort Lauderdale and has presented renown performers and productions which have enhanced the cultural life of the South Florida community, and has bestowed a cultural facility upon Fort Lauderdale, its residents and visitors; and

WHEREAS, the Center has established itself as a critical economic component of Fort Lauderdale, Florida; and

WHEREAS, the Center is now twenty years old and needs to make substantial capital expenditures as part of its Capital Replacement and Renewal Plan; and

WHEREAS, the CITY wishes to enter into this capital expenditure subsidy agreement in order to assist PACA in maintaining, improving, expanding and protecting this critical component of the City's infrastructure; and

WHEREAS, the City Commission of Fort Lauderdale ("Commission") wishes to support the Center by providing a capital grant funding contribution to PACA; and

WHEREAS, the Commission has determined that the CITY's financial contribution of capital grant funding to the PACA will serve a valid public purpose; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, CITY and PACA agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

1.1 Agreement - means this document, Articles 1 through 10, inclusive.

1.2 PACA's Representative - The PACA hereby designates its Chief Financial Officer as PACA's Representative responsible for administration of this Agreement. PACA's President/CEO may change PACA's Representative at any time by written notice using the notices procedures stated in Section 10.7, "NOTICES."

1.3 Commission - The City Commission of Fort Lauderdale, Florida.

1.4 Contract Administrator - The City Manager or designee. The primary responsibilities of the Contract Administrator are to coordinate and communicate with PACA and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator.

1.5 Project - The Broward Center Capital Replacement and Renewal Project.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

2.1 The term of this Agreement shall begin on October 1, 2012 and end on September 30, 2027.

ARTICLE 3

CAPITAL GRANT FUNDING, USE OF FUNDS, AND UNEXPENDED FUNDS

3.1 The CITY grants and agrees to make available to PACA funding in the total amount of Four Million Five Hundred Thousand Dollars ($4,500,000.00) for capital expenditures and/or debt service related to PACA's Broward Center Capital Replacement and Renewal Project ("Project"), as described in Exhibit A.

3.2 Subject to the CITY's annual appropriation of funds, it is anticipated that the CITY will budget funds for the performance of this Agreement during the CITY'S fiscal years commencing October 1, 2012, through September 30, 2027 from non-ad valorem tax revenue that is subordinate to all other pledges of non-ad valorem tax revenue. The CITY's performance of this Agreement is conditioned on the CITY's annual appropriation and the availability of funds.

3.3 USE OF FUNDS: Funding provided by the CITY pursuant to this Agreement shall be used by PACA only for the payment or recovery of capital expenditures and/or debt service related to the Project for the Center.. The CITY's funding may only be used by PACA for the Project's capital expenditures, including interest and debt service related thereto, including, but not limited to architectural and engineering services, capital construction costs for exterior and interior building improvements, upgrades and repairs, interior building construction, structural, mechanical and technology upgrades, and exterior building construction and property, site, structural, mechanical and technology upgrades. Furthermore, funding provided by the CITY pursuant to this Agreement may be used by PACA to recover Project capital expenditures that were incurred during the fiscal year 2011-2012.

3.4 UNEXPENDED FUNDS: The CITY and the PACA recognize that the amount of capital expenditures may fluctuate during the term of this Agreement. As such, PACA shall carryover unexpended funds for appropriation in subsequent years,

as required. The parties further agree that all restrictions on the use of such grant funds for capital expenditures and all obligations of PACA shall continue to remain in force until the grant funding is completely expended by PACA in accordance with the term of this Agreement.

ARTICLE 4

DISBURSEMENT AND METHOD OF PAYMENT

4.1 By October 31, 2012, the CITY shall disburse to the PACA grant funding in the total amount of Three Hundred Thousand Dollars ($300,000.00). The CITY shall disburse to PACA grant funding in the total amount of Three Hundred Thousand Dollars ($300,000.00), for each subsequent year for the remainder of the term of this Agreement, upon thirty (30) days of the acceptance of the Special Report submitted pursuant to Article 6 of this Agreement.

4.2 Payment shall be made to PACA payable to the "Performing Arts Center Authority" at:

Performing Arts Center Authority
Attention: Accounts Receivable
201 Southwest Fifth Avenue
Fort Lauderdale, Florida 33312

Federal Identification No. 592445804

ARTICLE 5

CAPITAL EXPENDITURE REPORTS

5.1 QUARTERLY REPORTS: PACA shall submit to CITY's Contract Administrator quarterly expenditure reports within sixty (60) calendar days after the end of each quarter of the CITY's fiscal year during the term of this Agreement. PACA's quarterly expenditure report shall report on the expenditures for the Project, including interest and debt service related thereto, to the CITY's Contract Administrator as support for the grant funding for the term of this Agreement. The quarterly report shall include a list of capital expenditures, including interest and debt service related thereto, for the Project and the amount of any unexpended grant funding remaining from the CITY's grant funding by CITY's fiscal year.

ARTICLE 6

FINANCIAL STATEMENTS

6.1 The PACA shall submit to the CITY a Special Report in connection with PACA's annual audited financial statements. PACA shall provide to the Contract Administrator two (2) copies of the Special Report as required in Article 6 herein. Such Special Report shall be submitted to the Contract Administrator within one hundred twenty (120) calendar days after the close of PACA's fiscal years in which PACA accounts for funds received under this Agreement.

6.2 The Special Report shall be in accordance with Section 623 of the Codification of Statements on Auditing Standards as promulgated by the American Institute of Certified Public Accountants.

6.3 The Special Report shall include all financial requirements for the entire scope of the services or project covered by the Agreement, including interest and debt service related thereto, even if a part of the services or project was performed during the previous fiscal year(s) or continue past the end of the PACA's current fiscal year.

6.4 PACA shall be solely responsible for requiring PACA's Auditor who audits the PACA's financial statements to complete a separate annual fiscal year audit of the expenditures, including interest and debt service related thereto, which are made by the PACA against the PACA's capital projects committed to, and funded by, for each fiscal year of this Agreement. The required separate audit shall result in a separate certified letter to the CITY's Contract Administrator. Such letter shall include a certified opinion of the PACA's Auditor concerning whether the reported expenditures, including interest and debt service related thereto, were made in accordance with this Agreement.

6.5 AUDITED FINANCIAL STATEMENTS: The PACA shall submit to CITY two (2) copies of the PACA's annual audited financial statement no later than one hundred twenty (120) calendar days after the end of the PACA's fiscal year which ends on September 30 of each year.

ARTICLE 7

GOVERNMENTAL IMMUNITY

7.1 PACA is an independent special district created by Special Act of the Florida Legislature, and some of its members consist of appointees from some public agencies such as the City of Fort Lauderdale, a municipal corporation of the State of Florida and Broward County, a political subdivision of the State of Florida. PACA is a state agency or subdivision of the State of Florida as defined in Chapter 768.28(2), Florida Statutes (2012). The PACA agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

7.2 The CITY is a state agency or subdivision of the State of Florida as defined in Chapter 768.28(2), Florida Statutes (2012). The CITY agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other agreement.

ARTICLE 8

INSURANCE

8.1 The PACA shall maintain in force for the term of this Agreement commercial or comprehensive general liability insurance in the minimum amount of Two Million Dollars ($2,000,000.00) for each occurrence, including bodily injury and property damage liability. Such policy shall include premises/operation, contractual insurance, independent contractors, and personal injury liability. Further, such policy shall include the CITY as additional insured in the name of "City of Fort Lauderdale and Fort Lauderdale City Commission." Such policy shall also provide thirty (30) days prior written notice to all parties of any material change or cancellation.

ARTICLE 9

TERMINATION

9.1 This Agreement may be terminated for cause by action of the Commission of the CITY or by action of the Board of PACA if the party in breach has not corrected the breach within sixty (60) calendar days after written notice from the aggrieved party identifying the breach, provided that, if the failure stated in the notice cannot be corrected within the sixty (60) day period, the non-defaulting party will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the other party within the applicable period and diligently pursued until the default is corrected. This Agreement may also be terminated by CITY's Contract Administrator upon such notice as Contract Administrator deems appropriate under the circumstances in the event Contract Administrator determines that termination is necessary to protect the public health or safety.

9.2 Termination of this Agreement for cause by CITY shall include, but not be limited to, failure to use the funds for the intended purpose, failure to suitably perform the work as set forth in this Agreement, or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured. Termination of this Agreement for cause by PACA shall include multiple breaches of the provisions of this Agreement notwithstanding whether any such breaches may be previously waived or cured.

9.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by CITY's Contract Administrator which such Contract Administrator deems necessary to protect the public health, safety, or may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section in Section 10.7 of this Agreement.

9.4 In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to Section 10.1 of Article 10.

ARTICLE 10

MISCELLANEOUS

10.1 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the

property of PACA. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by PACA, whether finished or unfinished, shall remain the property of PACA but, upon written request by CITY, copies shall be delivered at no cost by PACA to the Contract Administrator within seven (7) calendar days after termination of this Agreement by either party. Any compensation due to PACA shall be withheld until all documents are received as provided herein.

10.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of PACA that are related to this Agreement. PACA shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. All books, records, and accounts of PACA shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, PACA shall make same available in written form at no cost to CITY.

PACA shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes, as amended from time to time), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to PACA's records, PACA shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by PACA. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

10.3 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

PACA shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. PACA shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and

standards. In addition, PACA shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

PACA's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

PACA shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, PACA shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

10.4 PUBLIC ENTITY CRIME ACT

PACA represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes, 2005) which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes (2005), for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY=s competitive procurement activities.

In addition to the foregoing, PACA further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes (2005), as a Apublic entity crime@ and that it has not been formally charged with committing an act defined as a Apublic entity crime@

regardless of the amount of money involved or whether PACA has been placed on the convicted vendor list.

10.5 INDEPENDENT CONTRACTOR

PACA is an independent contractor under this Agreement. Services provided by PACA pursuant to this Agreement shall be subject to the supervision of PACA. In providing such services, neither PACA nor its agents shall act as officers, employees, or agents of the CITY. This Agreement shall not constitute or make the parties a partnership or joint venture.

10.6 THIRD PARTY BENEFICIARIES

Neither PACA nor CITY intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

10.7 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY: City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

FOR THE PACA: Chief Financial Officer
Performing Arts Center Authority
Broward Center for the Performing Arts
201 Southwest Fifth Avenue
Fort Lauderdale, Florida 33312

Any party may change the title(s) of the person(s) or the addresses stated in Section 10.7, "Notices" herein at any time using the notices procedures stated in

Section 10.7 herein. PACA's Representative as stated in Section 1.2 and the CITY's Contract Administrator as stated in Section 1.4 may be changed at any time by written notice using the notices procedures stated in Section 10.7 herein.

10.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by PACA, without the written consent of the CITY; except that CITY has agreed that this Agreement and any interest herein may be assigned by PACA in connection with any bond, loan, finance, security or collateral agreements relating to the financing of the Project.

PACA represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.

PACA shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of PACA's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

10.9 CONFLICTS

Neither PACA nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with PACA's loyal and conscientious exercise of judgment related to its performance under this Agreement.

PACA agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, PACA agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude PACA or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event PACA is permitted to utilize subcontractors to perform any services required by this Agreement, PACA agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

10.10 MATERIALITY AND WAIVER OF BREACH

CITY and PACA agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

10.11 COMPLIANCE WITH LAWS

PACA shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

10.12 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or PACA elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

10.13 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

10.14 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 of this Agreement shall prevail and be given effect.

10.15 APPLICABLE LAW AND VENUE

Subject to the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes (as amended from time to time), venue in any action under this Agreement shall be in Broward County, Florida. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. By entering into this Agreement, PACA and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of this Agreement.

10.16 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY, (through its City Commission), and by the PACA (through its Board).

10.17 PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained

herein shall be effective unless set forth in writing in accordance with Section 10.16 above.

10.18 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties.

10.19 MULTIPLE ORIGINALS

This Agreement may be fully executed in four or more copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have made and executed this Capital Grant Agreement on the respective dates under each signature: CITY OF FORT LAUDERDALE, through its CITY COMMISSION, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Commission action on the _____ day of _____ 20_____, and PERFORMING ARTS CENTER AUTHORITY, signing by and through its Chair or Vice Chair, duly authorized to execute same.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY

WITNESSES:

Print:

Print:

CITY OF FORT LAUDERDALE

By
John P. "Jack" Seiler, Mayor

BY
Lee R. Feldman City Manager

(CORPORATE SEAL)

ATTEST:
City Clerk

Approved as to form:
Assistant City Attorney

CAPITAL GRANT AGREEMENT BETWEEN CITY OF FORT LAUDERDALE AND PERFORMING ARTS CENTER AUTHORITY FOR CAPITAL GRANT FUNDING TO PACA

PACA

ATTEST:

Dianne Leonard

Asst. Secretary

Dianne Leonard

Print name above

PERFORMING ARTS CENTER AUTHORITY, an independent special district organized in the State of Florida

By _____ Chair

John M. Milledge

Print name above

29th day of June, 2012

(SEAL)

EXHIBIT A

I. Project Title: Broward Center Capital Replacement and Renewal Project

II. Scope of Services:

Project Goals. The Projects' primary goals are to:

- Return the Center to *state of the art* status. The latest theater technology will replace existing lighting and sound equipment, designed in the 1980's. This will insure that the Center will continue to attract the world's best artists to its stages.
- Enhance the experience of attendees. Create a more compelling destination in order to maintain the Center's position as a leading cultural/entertainment venue in an increasingly competitive environment.
- Restore the physical plant, including green technologies. Improve operating efficiency and extend the life of the asset.
- Increase capacity for education. Provide additional space for growing educational programs and use new technologies to connect the activity of the Center directly to classrooms through broadcast and web-based distance learning.

Project Timeline. The architectural/engineering phases of the Project began in September 2009 and is on-going with construction estimated to begin in July 2012 and be completed by December 2013. Times are estimates and are subject to change.

Project Funding. The Project cost, estimated at $44 million, excluding fundraising and financing costs, will be funded from private and public partners, including the Broward Performing Arts Foundation, Inc., City of Fort Lauderdale, Broward County, Broward County School Board and the Downtown Development Authority of Fort Lauderdale.

Project Benefits to CITY. While the entire Project will greatly benefit the citizens of Fort Lauderdale, there are three distinct components of the Project which will either directly improve CITY assets or enhance areas specifically targeted to coordinate with the CITY's Public Realm Plan for the activation of the Riverwalk. The estimated value of these Project components is $7,838,000. The components are:

1. **Parking Garage Additions and Restoration**: As the initial on-site impression for the majority of visitors to the Center, the A&E Riverwalk Garage is critical in creating a welcoming gateway for the venue. The Project will improve the access to the upper levels of the garage on the south

side with the introduction of a grand stair, as well as improving the southeast corner of the garage's façade. Estimated cost for this phase of the Project is $474,000.

2. **Hillside Terraces:** Seating terraces will be integrated into the lush landscape of the Broward Center's hillside adjacent to Riverwalk. As suggested by the Public Realm Plan, this will serve to create better connections between the Center's patrons and the Riverwalk and provide a welcome destination for all visitors. The bar in the adjacent Event Pavilion will provide beverage service to the hillside terraces and provide programming to further activate the Riverwalk during performances at the Center and/or during events in Esplanade Park. Estimated cost for this component is $1,017,000.

3. **Riverside Event Pavilion:** One of the centerpieces of the Project will be the introduction of a two-story waterfront event pavilion along the New River on the eastern edge of the Center's campus. The first level will provide beverage service available to not only Center patrons but also to all Riverwalk visitors, and the second level will be a spectacular event pavilion overlooking the New River available for both public and private functions. As a key component in the Riverwalk activation, this west-end anchor is projected at $6,347,000.

12

AGREEMENT

between

BROWARD COUNTY

and

PERFORMING ARTS CENTER AUTHORITY

for

GRANT PROGRAM FUNDS FOR
BROWARD CENTER FOR PERFORMING ARTS

CAPITAL REPLACEMENT RENEWAL PLAN

AGREEMENT

between

BROWARD COUNTY

and

PERFORMING ARTS CENTER AUTHORITY

for

GRANT PROGRAM FUNDS FOR
BROWARD CENTER FOR PERFORMING ARTS

CAPITAL REPLACEMENT RENEWAL PLAN

This Agreement ("Agreement"), is made and entered into this ___ day of February, 2012, by and between BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

and

PERFORMING ARTS CENTER AUTHORITY, an independent special district of the State of Florida, hereinafter referred to as "PACA."

WHEREAS, PACA is contemplating a Forty Four Million Dollars ($44,000,000) capital and renewal replacement plan to the Broward Center for the Performing Arts; and

WHEREAS, the Broward County Board of County Commissioners is prepared to offer certain grant funding to PACA as a contribution towards the costs of the capital renewal and replacement project; and

WHEREAS, more specifically, COUNTY is prepared to provide to PACA in accordance with the terms of this Agreement; (i) an Eight Million Dollars ($8,000,000) grant, and (ii) a Four Million Dollars ($4,000,000) eight-to-one matching grant; and

WHEREAS, the Broward County Board of County Commissioners has found and determined that the Broward Center for the Performing Arts provides a venue for art and cultural activities and serves an important public purpose and benefit to the community; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and PACA agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

1.1 Agreement - Agreement shall mean this document and other terms and conditions which are included in the exhibits and documents that are expressly incorporated by reference.

1.2 Board - The Broward County Board of County Commissioners.

1.3 Contract Administrator - The County Administrator or designee. The primary responsibilities of the Contract Administrator are to coordinate and communicate with PACA and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator.

1.4 County Attorney - The chief legal counsel for COUNTY who directs and supervises the Office of County Attorney pursuant to Section 2.10 of the Broward County Charter.

1.5 Project - The Project is defined to mean the approximately $44 Million Dollars capital replacement and renewal plan for the Broward Center for the Performing Arts, which includes the renovation and improvement to the existing theater and building facilities, and the addition of an educational center and event pavilion, all as more specifically described on Exhibit "1" "Project Description" attached hereto and made a part hereof.

ARTICLE 2
SCOPE OF SERVICES

PACA shall undertake and perform all services and obligations identified in this Agreement and as provided on Exhibit "2" attached hereto and made a part hereof, as a condition for eligibility to receive grant funds pursuant to this Agreement. PACA shall provide to COUNTY a Project Evaluation Report for the Project funded through this Agreement on the form attached hereto as Exhibit "3" and made a part hereof. The final Project Evaluation Report shall be filed with the Contract Administrator no later than thirty (30) days after the completion of the Project.

ARTICLE 3
PROMOTION OF GREATER FT. LAUDERDALE CONVENTION AND VISITORS BUREAU

PACA agrees that as a condition for entitlement to any grant funding pursuant to this Agreement, PACA shall be required to undertake or furnish to COUNTY annually certain promotional services and benefits to and on behalf of the Greater Ft. Lauderdale Convention and Visitors Bureau (CVB) for a period of Ten (10) years from the date of this Agreement. Such promotional services and benefits are described on Exhibit "4" attached hereto and

made a part hereof. This Section and the obligations of PACA to provide the benefits and perform the services described on Exhibit "4" shall survive the termination of this Agreement.

ARTICLE 4
CBE COMPLIANCE

4.1 In completing this Project, PACA agrees to cause its Managing General Contractor ("MGC") to include a County Business Enterprises (CBE) goal in the award and administration of the construction of the Project. CBE goals shall be applicable to total amount of non-design construction and management costs of the Project which are presently estimated to be approximately $37,507,056 as more particularly described on Exhibit "6", attached hereto and made a part hereof.

4.2 PACA agrees that subcontract awards to CBE firms are important to the achievement of the Project's CBE participation goal. PACA understands that each CBE firm utilized on the Project to meet the participation goal must be certified by the Broward County Office of Economic and Small Business Development. PACA agrees to ensure that its MGC meets the following CBE participation goal, or makes a good faith effort using all reasonable means to achieve the goal:

Total CBE Goal	18 %

4.3 PACA agrees to engage in on-site reviews to monitor MGC's progress in achieving and maintaining CBE participation goals. PACA agrees to report to COUNTY, at a minimum, all expenditures made to achieve compliance with its assigned goal, the name and business address of each CBE firm participating in the construction agreement, a description of the work performed and/or product or service supplied by each CBE firm; the date and amount of each expenditure. Reports to COUNTY shall include an interim report at fifty percent (50%) of project completion and a final report upon completion of the project.

4.4 COUNTY shall have the right to review all records pertaining to the project's CBE participation.

4.5 The following language regarding the CBE goal shall be included in PACA's MGC agreement:

In completing this Project, MGC agrees to include a County Business Enterprises (CBE) goal in the award and administration of the construction of the Project.

MGC agrees that subcontract awards to CBE firms are important to the achievement of the Project's CBE participation goal. MGC understands that each CBE firm utilized on the Project to meet the participation goal must be certified by the Broward County Office of Economic and Small Business Development. MGC agrees to meet the following CBE participation goal, or make a good faith effort using all reasonable means to achieve the goal:

Total CBE Goal	18 %

MGC agrees to submit to PACA monthly CBE Utilization Reports containing a record of payments made to its CBE subcontractors during the term of this agreement.

MGC agrees to submit to PACA the Final CBE Participation Report containing the total amount paid to its CBE subcontractors. This report shall be submitted with the MGC's request for final payment and release of retainage, if applicable.

MGC shall certify to PACA the amounts paid to each CBE involved in the project as either a joint venture partner or pursuant to a subcontract with the CBE businesses. All such certifications shall be signed by both the MGC and CBEs.

MGC agrees that it shall not terminate a CBE subcontractor for convenience and then perform the work with its own forces or its affiliate. If a situation arises that a CBE subcontractor needs to be replaced or removed from the team, MGC must submit a written request to PACA with detailed explanation or justification for the submission of such request.

In the event of MGC's noncompliance with its participation commitment to a CBE firm (including without limitation the unexcused reduction of the CBE firm's participation), the affected CBE firm shall have the right to the following remedies if the noncompliance is or was alleged to be due to no fault of the CBE firm, and alleged to be due to the willful action or omission of MGC:

The affected CBE firm shall be entitled to damages pursuant to its agreement with MGC.

If the CBE firm has the right to arbitrate and institutes arbitration proceedings claiming non-compliance with these participation commitments by MGC, then in such event the CBE firm may submit the dispute to arbitration. However, arbitration shall not be available as to any dispute between MGC and PACA; nor shall PACA incur any cost, fee, or liability relative to any arbitration proceeding.

Nothing under this subsection shall be construed to limit the rights of and remedies available to PACA, including the right to seek its own damages pursuant to this Agreement.

MGC agrees that nonpayment of a CBE subcontractor or CBE supplier as required by the construction agreement shall be a material breach of this Agreement and that PACA's Contract Administrator may, at its option, withhold grant payments unless and until MGC demonstrates timely payments of sums due to such subcontractors or suppliers. MGC agrees that the presence of a "pay when paid" provision in its contract with a CBE firm shall not preclude PACA or its representatives from inquiring into allegations of nonpayment. The foregoing remedies under this subsection shall not be employed when MGC demonstrates that failure to pay results from a bona fide dispute with its CBE subcontractor or supplier.

If MGC fails to comply with the requirements of this construction agreement, PACA shall have the right to exercise any right or remedy provided in this construction agreement or under applicable law, with all such rights and remedies being cumulative.

ARTICLE 5
TERM AND TIME OF PERFORMANCE

The term of this Agreement shall begin on the date it is fully executed by both parties and shall end December 31, 2015; provided, however, if the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statues (as may be amended from time to time). The County Administrator is authorized to execute amendments that extend the term of this Agreement, provided all other terms remain the same.

ARTICLE 6
COMPENSATION

6.1 COUNTY agrees to pay PACA, in the manner specified in Exhibit "2" and subsection 6.3, two separate grants in the amount of $8,000,000, and an eight-to-one matching grant in the amount the $4,000,000, for a total possible grant amount of $12,000,000, for work actually performed and completed pursuant to this Agreement. The grant of $8,000,000 shall be paid first, subject to the conditions of this Agreement, in semi-annual payments upon COUNTY's prior receipt of an invoice for the amount requested which includes all supporting documentation which County, in its reasonable discretion may require. The matching grant in the amount of $4,000,000 shall be paid to PACA after the initial $8,000,000 grant has been exhausted, subject to the terms of this Agreement, in semi-annual payments, upon COUNTY's prior receipt of an invoice for the amount requested which includes all supporting documentation which COUNTY, in its reasonable discretion may require. It is acknowledged and agreed by PACA that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate PACA for services and expenses related to this Agreement.

6.2 The $8,000,000 Grant payments from County to PACA shall not exceed $5,000,000 in FY 2012 and $3,000,000 in FY 2013. The $4,000,000 Matching Grant payments from County to PACA shall not exceed $2,000,000 in FY 2014 and $2,000,000 in FY 2015.

6.3 METHOD OF BILLING AND PAYMENT

6.3.1 Subject to the budget limitations in Section 6.2, PACA may submit an invoice for compensation no more often than on a semi-annual basis. The final annual invoice must be received no later than sixty (60) calendar days after this Agreement expires.

6.3.2 Invoices shall be certified by PACA'S executive director or an authorized officer.

6.3.3 COUNTY shall pay PACA within thirty (30) calendar days of receipt of PACA's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49, as may be amended from time to time). To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by COUNTY.

ARTICLE 7
CHANGES IN SCOPE OF SERVICES

7.1 Upon written request by PACA, the Contract Administrator may approve changes as authorized herein.

7.2 The Contract Administrator may approve changes to the Scope of Services, project description provided that the total matching grant awarded remains unchanged, and the revisions do not diminish the quantity or quality of service to be provided.

7.3 Changes to the Scope of Services pursuant to this Article shall be in writing, signed by PACA and the Contract Administrator.

ARTICLE 8
INDEMNIFICATION

GOVERNMENTAL IMMUNITY: Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. PACA is a political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 9
TERMINATION

9.1 This Agreement may be terminated for cause by action of Board or by PACA upon ten (10) days' written notice by the party that elected to terminate., This Agreement may also be terminated by Board upon such notice as Board deems appropriate under the circumstances in the event Board determines that termination is necessary to protect the public health, safety, or welfare. Prior to any termination for cause, the non-breaching party shall provide written notice in accordance with the "Notices" section of this Agreement identifying the breach. If the party in breach has not corrected the breach within thirty (30) days after written notice, the non-breaching party may terminate this Agreement as provided for in this section; provided that, if the failure stated in the notice cannot be corrected within the thirty (30) day period, the non-defaulting party will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the other party within the applicable period and diligently pursued until the default is corrected.

9.2 Cause for termination of this Agreement shall include, but not be limited to, negligent, intentional, or repeated submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement, or multiple breach of this Agreement which has a material adverse effect on the efficient administration of the Project.

9.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by Contract Administrator which

Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

ARTICLE 10
FINANCIAL STATEMENTS

10.1 Pursuant to the Broward County Administrative Code, Section 29.17, if PACA is receiving more than Twenty Five Thousand Dollars ($25,000.00) in any one COUNTY fiscal year, PACA must submit audited and certified financial statements prepared in accordance with Generally Accepted Accounting Principles and audited by an independent Certified Public Accountant. PACA shall provide to Contract Administrator two (2) copies of such annual financial statements. Said annual financial statement shall be submitted to Contract Administrator within one hundred twenty (120) calendar days after the close of each of PACA's fiscal years in which PACA receives from COUNTY funds under this Agreement.

10.2 The financial statements shall include a statement of financial position, a statement of activities, a statement of cash flows, and any management letters thereby generated by or on behalf of PACA during any one COUNTY fiscal year. PACA shall disclose in footnotes or in a certified or notarized statement signed by the Executive Director (or, in the alternative, equivalent authorized director), the source and amount of funding from any other governmental entity providing five percent (5%) or more of total revenues to PACA.

10.3 For each project support grant awarded under this Agreement, the audited financial statements shall include a special report on specific accounts in order to account for services and/or projects during the PACA's fiscal year for which funds were provided. The special report shall be in accordance with Section 623 of the Codification of Statements on Auditing Standards as promulgated by the American Institute of Certified Public Accountants. The special report shall include:

a. The statement, "no funds, including no interest earned on such funds, are due back to the County," or, a statement listing the funds, including interest earned on such funds, which are due back to the COUNTY;

b. An opinion as to whether the funds received under Agreement with COUNTY for the applicable grant have been expended in accordance with this Agreement; and

c. A schedule of project revenues and expenditures including, but not limited to, the following:

i. all revenues relating to the services and/or project classified by the

source of the revenues; and

ii. all expenditures relating to the services and/or project classified by the type of expenditures, to include the classifications as set forth in Exhibits "1" and "5" of this Agreement.

10.4 The financial statements and, where applicable, the special report, shall include all financial requirements for the entire Scope of Services or project covered by this Agreement, even if a part of the services or project was performed during the previous fiscal year(s) or continues past the end of PACA's current fiscal year.

10.5 Any corrections to the financial statements and/or special report requested by the Contract Administrator shall be made and submitted to the Contract Administrator within sixty (60) calendar days after written request is received by PACA.

10.6 Failure of PACA to meet the financial reporting requirements stated in Article 10 herein shall result in suspension of payment under this or any other grant agreement in effect with COUNTY and shall disqualify PACA from obtaining future grant awards until such financial statements are received and accepted by Contract Administrator in writing.

10.7 PACA acknowledges that submission of financial statements and/or special report to any other COUNTY office, agency, or division does not constitute compliance with requirements to submit such material to Contract Administrator for this Agreement.

10.8 PACA shall provide to Contract Administrator the schedule of correction developed in response to said management letter(s) within thirty (30) calendar days of its development.

10.9 PACA agrees to reimburse COUNTY any and all funds not used in strict compliance with this Agreement within ten (10) calendar days after receipt of the requested reimbursement amount from Contract Administrator.

ARTICLE 11
MISCELLANEOUS

11.1 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records (including financial receipts), and accounts of PACA that are related to this Agreement. PACA shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of PACA shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, PACA shall make same available in written form at no cost to COUNTY.

PACA shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records,

and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after earlier termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained by PACA until final resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to PACA's records, PACA shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by PACA. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

PACA shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 11.1.

11.2 EQUAL EMPLOYMENT OPPORTUNITY (EEO) COMPLIANCE

PACA shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. PACA shall include the foregoing or similar language in its contracts with any subcontractor or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

PACA shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. PACA shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, PACA shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, PACA represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). COUNTY hereby materially relies on such

representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from PACA all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

11.3 INDEPENDENT CONTRACTOR

PACA is an independent contractor under this Agreement. Services provided by PACA pursuant to this Agreement shall be subject to the supervision of PACA. In providing such services, neither PACA nor its agents shall act as officers, employees, or agents of the COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to PACA or PACA's agents any authority of any kind to bind COUNTY in any respect whatsoever.

11.4 THIRD PARTY BENEFICIARIES

Neither PACA nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

11.5 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgment of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

County Administrator
Broward County
115 S. Andrews Avenue, Suite 409
Fort Lauderdale, FL 33301

FOR PACA:

Kelley Shanley,
President Performing Arts Center Authority
201 S.W. 5th Avenue
Fort Lauderdale, FL 33312

Either party may change at any time in writing the names, title and/or addresses stated in Section 11.5 herein by using the notices procedure stated in Section 11.5 herein to notify the other party.

11.6 CONFLICTS

Neither PACA nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with PACA's loyal and conscientious exercise of judgment related to its performance under this Agreement.

PACA further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or PACA is not a party, unless compelled by court process. Further, PACA agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude PACA or any persons in anyway from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event PACA is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, PACA agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as PACA.

11.7 ASSIGNMENT

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party.

11.8 MATERIALITY AND WAIVER OF BREACH

COUNTY and PACA agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

11.9 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

2/21/12

11.10 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Agreement by reference and a term statement, requirement, or provision of Articles 1 through 11 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 11 shall prevail and be given effect.

11.11 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, PACA AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

11.12 AMENDMENTS

Except for the provisions set forth in Article 5 and in Article 7, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by COUNTY, (through its Board), and PACA.

11.13 PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

11.14 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "1" through "5" are incorporated into and made a part of this Agreement.

11.15 COMPLIANCE WITH LAWS

PACA shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

11.16 MULTIPLE ORIGINALS

This Agreement may be executed in three (3) counterparts, each of which shall be deemed to be an original.

11.17 NO INTEREST

Any monies which are the subject of a dispute regarding this Agreement and which are not paid by COUNTY when claimed to be due shall not be subject to interest. All requirements inconsistent with this provision are hereby waived by PACA.

11.18 REPRESENTATION OF AUTHORITY

The individuals executing this Agreement on behalf of any entity do hereby represent and warrant that they are, on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of their principal.

11.19 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of PACA . In the event of expiration or earlier termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by PACA, whether finished or unfinished, shall be delivered by PACA to the Contract Administrator within seven (7) calendar days of earlier termination or expiration of this Agreement by either party. Any compensation due to PACA shall be withheld until all documents are received as provided herein.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

2/21/12

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 28 day of February, 2012 and PACA, signing by and through its officer, duly authorized to execute same.

COUNTY:

ATTEST:

for Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By _____
Mayor

28 day of February, 2012

Approved as to form by
Office of the County Attorney
for Broward County, Florida
JONI ARMSTRONG COFFEY, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Noel M. Pfeffer (Date)
Deputy County Attorney

2/21/12
AGREEMENT BETWEEN BROWARD COUNTY AND PERFORMING ARTS CENTER AUTHORITY, FOR BROWARD CENTER FOR PERFORMING ARTS CAPITAL RENEWAL AND REPLACEMENT PROGRAM.

PACA:

WITNESSES:

PERFORMING ARTS CENTER AUTHORITY.

_____

Print Name:_____

(Authorized Signature)

JOHN M. MILLEDGE
(Print name and title)

Print Name:_____

23 day of FEBRUARY, 2012.

ATTEST:

Assistant Corporate Secretary

(Corporate seal)

NMP:slw
2/21/12
PACAGrantAgreement

EXHIBIT 1
PROJECT DESCRIPTION

The estimated $44 million Project is planned to include the following components:

- Core refurbishment of the existing Broward Center for the Performing Arts major mechanical, theatrical, and operational systems, to include restrooms, lobby spaces, seating, HVAC, sound and lighting, and other components.
- Renovation of approximately 1,300 square feet of the A&E Garage, supporting the Broward Center, located on the west side of SW Fifth Avenue between Broward Boulevard and SW 2nd Street.
- Renovation of approximately 28,000 square feet of selected spaces contained within the existing Broward Center for guest experiences, event spaces, and pre-function spaces.
- Construction of an 11,700 square feet, two-story LEED certified event pavilion and affiliated seating terraces, to be located on the hillside east of the Broward Center overlooking the New River.
- Construction/renovation of a 25,000 square feet, three-story Education Wing on the west side of the Broward Center to house an educational classroom and performance space, operational support space, and administrative offices.

EXHIBIT "2"

PACA has been awarded grants under the following grant programs, payable each Fiscal Year (FY) in the amounts set forth below:

1.	COUNTY GRANT PROGRAM	$5,000,000 FY 2012
		$3,000,000 FY 2013
	TOTAL	$8,000,000.
2.	MATCHING GRANT PROGRAM.	$2,000,000 FY 2014
		$2,000,000 FY 2015
	TOTAL	$4,000,000.

Funding for such grant shall be paid to PACA by COUNTY in accordance with the Agreement and with the following:

I. Project Title: Broward Center for the Performing Arts – Capital Replacement and Renewal Plan

II. **Scope of Services**: PACA, agrees during the term of this Agreement that it shall be solely responsible for entering all necessary contracts to provide for the site preparation, design, construction, remodeling, replacement and enlargement of the Broward Center for Performing Arts located at 201 SW 5th Avenue, Fort Lauderdale, Florida building improvements, all as more specifically described in the Project Description attached to the Agreement as Exhibit "1."

Permitted uses of Grant Funds: Notwithstanding anything in the Agreement or any exhibit to the contrary, all grants funds provided by COUNTY pursuant to this Agreement shall be expended only for purposes and uses specifically authorized by Section 125.0104, Florida Statutes, the "Local Option Tourist Development Act" and only for such purposes and uses as are identified on Exhibit "6" "Permitted Uses of Broward County Capital Grant Funds", attached hereto and made a part hereof

III. **Grant Funding**: COUNTY agrees to make available to PACA an initial grant ("Initial Grant") in the amount of $8,000,000, payable to PACA in accordance with the terms of the Agreement and not to exceed $5,000,000 for FY 2012 and $3,000,000 for FY 2013. The Initial Grant funds shall be required to be fully expended before PACA may request COUNTY for any draws of grant funds pursuant to the terms of the $4,000,000 matching grant ("Matching Grant") funds which shall not exceed $2,000,000 for FY 2014 and $2,000,000 for FY 2015.

PACA agrees that it shall be required to provide matching funds in a ratio of eight (8) to one (1) in order to receive the Matching Grant. PACA agrees to provide an eight-to-one match in any combination of the following forms: cash, grants, loans,

irrevocable gifts, pledges. COUNTY and the PACA agree that only matching funds committed or obtained by PACA (or the Broward Performing Arts Foundation, the official fundraising entity of PACA) after the effective date of this Agreement or the specific matching funds previously pledged to PACA and listed on Exhibit "7" attached hereto and made a part hereof can be used to calculate PACA's eligible eight to one match requirements for purposes of this Agreement and the Matching Grant. PACA recognizes it will be required to raise a total of Thirty Two Million Dollars ($32,000,000) in order to be entitled to draw the full $4,000,000 Matching Grant funds.

V. **Required Reports**:

PACA shall submit a written Report on or before the ending date of the term of this Agreement specifying how COUNTY's funds were used by the PACA.

PACA shall submit an Exhibit 3 - Project Evaluation Report as required in Article 2 of the Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

EXHIBIT "3"
MATCHING GRANT PROGRAM PROJECT EVALUATION REPORT

Organization:	
Mailing address:	
Project Director:	Telephone: Ext.:
Project Title:	BCC #
Project began: Project ended:	Total Cost of Project: $ Grant Award: $ Matching funds: $
Purpose of the Matching Grant Program Project grant: (check one) ☐ Renovation acquisition ☐ Expansion ☐ Equipment ☐ New Construction ☐ Facility	

1. What was accomplished toward the Matching Grant Program project this past fiscal year? What goals were not accomplished? If not, why?

2. Discuss any new approaches, or revisions, to the facility planning; to the capital budgeting of project; or any changes to construction timelines for the project that have been made this past year.

3. What do you anticipate being the long-term impact of this grant project on your organization?

4. **ATTACHMENTS:** Electronic/digitized images that clearly document the organization's grant activity are preferred. Enclose EITHER two (2) quality black and white, OR two (2) color first generation (an original, not a copy) photographs.

Additional pages may be attached if necessary.

CERTIFICATION

It is certified by the undersigned that the information provided is true and correct, and the expenditures were incurred solely for the purpose of the approved referenced grant activity.	
Signature	Signature
(Name Typed)	(Name typed)
Chief Administrative Officer	Project Director
Date:	Date:

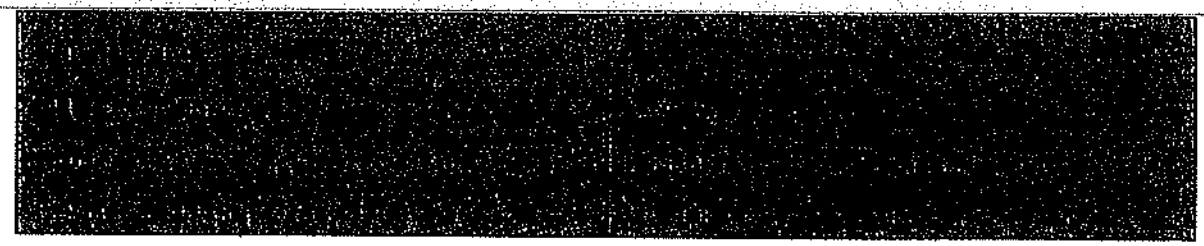


EXHIBIT 4
CVB PROMOTIONAL ACTIVIVITES

PACA agrees that commencing with the effective date of this agreement, PACA shall provide, furnish, or assist, as the case may be, the CVB with the following promotional opportunities for a period of 10 years from the date of this Agreement. This obligation shall survive the term of the Agreement.

- Periodic distribution of email invitation by PACA to all PACA patrons purchasing tickets from zip codes outside a 30 mile radius of the Broward Center with a link to view special offers on the CVB website.
- Use of the Au-Rene Theater, the Amaturo Theater and/or reception space at the Broward Center for events including meeting planners, media, filmmakers, tour operators, sports event planners and multi-cultural organizations. All fees and expenses up to a maximum of $2,000 per event and $10,000 annually will be paid by PACA. All fees in excess of $2,000 per event and $10,000 annually will be paid by CVB.
- CVB shall receive one hundred (100) complimentary tickets annually to BCPA self-presentations, subject to contractual restrictions with artists, promoters and other performance-related agreements. This benefit is considered fulfilled once tickets have been requested and received by CVB.
- CVB shall receive one hundred (100) passes annually to the Intermezzo lounge to host CVB guests at Au-Rene Theater presentations. This benefit is considered fulfilled once tickets have been requested and received by CVB.
- PACA shall arrange for the placement of CVB logo with link to CVB website in rotation on BCPA website home page.
- PACA shall arrange for the placement of CVB logo, promotional copy and link to CVB website in "plan your visit" section of BCPA website.
- PACA shall arrange for placement of CVB logo among public partners in program books for BCPA self-presentations and Playbills.
- PACA shall arrange for the display of CVB brochure at Guest Services Desk and in BCPA kiosks.

EXHIBIT 5

SCHEDULE OF CBE PARTICIPATION
[Applicable when agreement has assigned CBE goals]

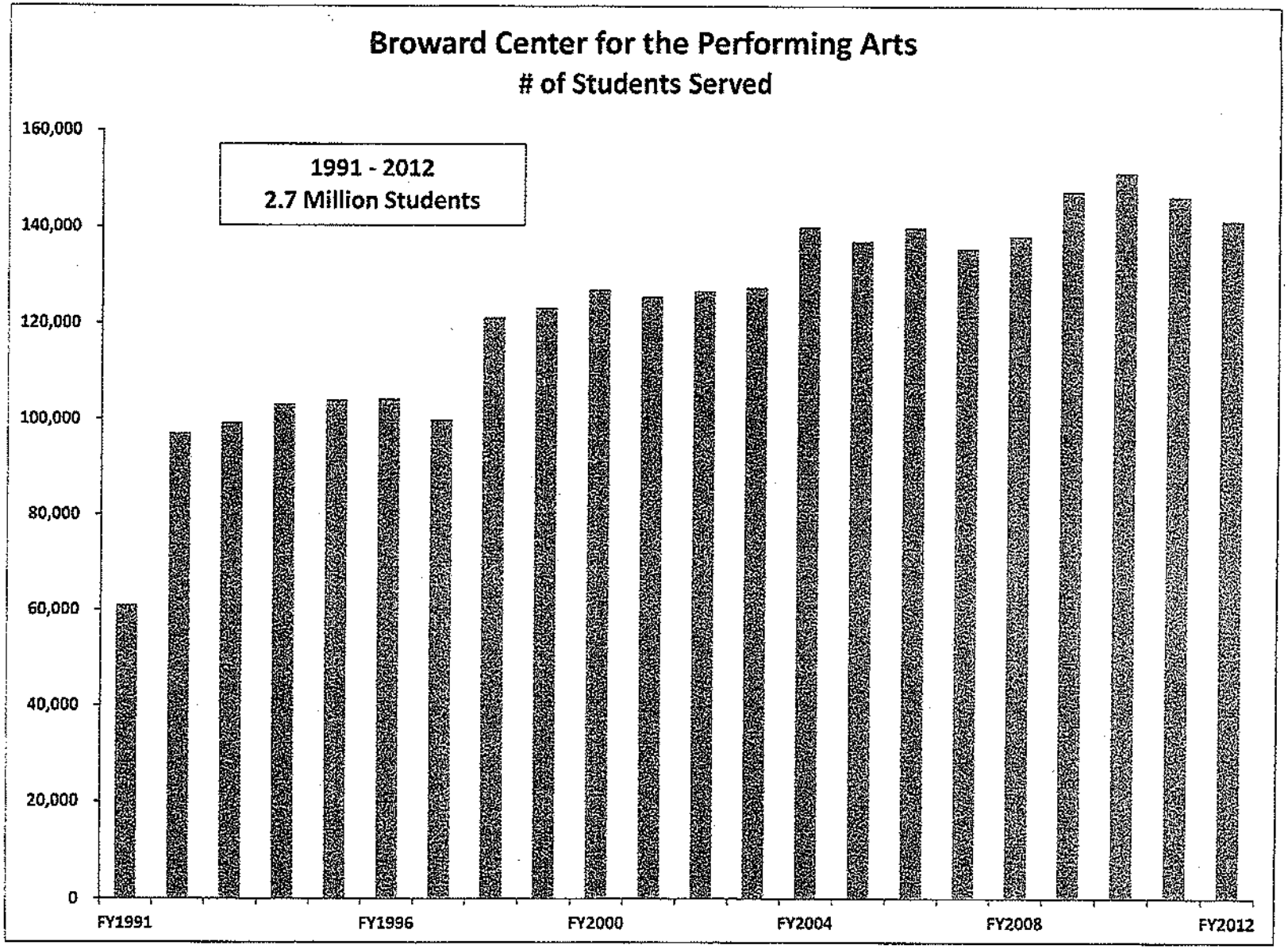
PACA agrees that the CBE participants listed below have agreed by written subcontract to perform the work for the dollar value set forth and that the following information regarding participating Subcontractors is true and correct to the best of his/her knowledge:

(NAME OF PARTICIPATING CONTRACTOR)	(NAME OF PARTICIPATING CONTRACTOR)
(ADDRESS)	(ADDRESS)
(SCOPE OF WORK TO BE PERFORMED)	(SCOPE OF WORK TO BE PERFORMED)
$ (TOTAL DOLLAR VALUE)	$ (TOTAL DOLLAR VALUE)
(NAME OF PARTICIPATING CONTRACTOR)	(NAME OF PARTICIPATING CONTRACTOR)
(ADDRESS)	(ADDRESS)
(SCOPE OF WORK TO BE PERFORMED)	(SCOPE OF WORK TO BE PERFORMED)
$ (TOTAL DOLLAR VALUE)	$ (TOTAL DOLLAR VALUE)

Broward Center for the Performing Arts
Capital Replacement Renewal Plan
Project Cost Detail

Exhibit 6

			Design & CM Fee	General Construction Conditions									
Design Fees	$ 3,344,000		$ 3,344,000										
A&E Parking Garage Upgrades	$ 325,641								$ 325,641				
Arts Education Center Classroom & Support Spaces	$ 2,468,476												
Au-Rene Carpet replacement & Theater Interiors	$ 633,192				$ 633,192								
Au-Rene King's Row Pit Position Lift	$ 39,039				$ 39,039								
Au-Rene Loading Dock Support Steel	$ 10,474				$ 10,474								
Au-Rene Flammable Seating Refurbishment	$ 9,522				$ 9,522								
Au-Rene Patron Lobbies Refurbishment	$ 2,269,492				$ 2,269,492								
Au-Rene Production Wing Expansion	$ 180,316				$ 180,316								
Au-Rene Sound System Replacement	$ 1,449,200				$ 1,449,200								
Au-Rene West Side Stagework	$ 538,879				$ 538,879								
BCPA Total Building Mechanical Refurbishment	$ 4,726,562										$ 4,726,562		
Broadcast Studio/Lounge	$ 303,742												
Hillside Terrace	$ 1,104,515												
Signage Allowance	$ 621,700								$ 621,700				


Broward Center for the Performing Arts
# of Students Served
1991 - 2012
2.7 Million Students
160,000
140,000
120,000
100,000
80,000
60,000
40,000
20,000
0
FY1991
FY1996
FY2000
FY2004
FY2008
FY2012

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

AGR24-323 – Broward College Preparatory Transition Deferment Program

REQUESTED ACTION:

Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and The District Board of Trustees of Broward College, Florida, for a term that commences on August 1, 2026, and concludes on July 31, 2027, with budget authority in the amount of $10,000. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The First Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Original Agreement
- First Amendment

FINANCIAL IMPACT:

$10,000 per year. The source for these funds is from the Medicaid Budget (2665098130).

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 4: College & Career Readiness **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jul 14, 2026

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

AGR24-323 – Broward College Preparatory Transition Deferment Program

Board Meeting Date: July 28, 2026

Requested Action:
Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and The District Board of Trustees of Broward College, Florida, for a term that commences on August 1, 2026, and concludes on July 31, 2027, with budget authority in the amount of $10,000.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	Florida School Districts are required to develop and implement policies that align with state law regarding diploma deferment for students with disabilities. Deferment programs are provided to Students with disabilities under Policy 4800. Local School Boards must ensure that: • Individualized Education Program (IEP) teams discuss diploma options, including deferment, beginning in high school (or at age 14 when transition planning begins). • The student's intent to defer or accept the standard diploma is documented in the IEP. • Eligible students who choose to defer are provided continued Free Appropriate Public Education (FAPE) and transition services until age 21 (or until age 22, depending on birthday and District implementation). The authority for School Boards to implement and govern these policies comes from state statutes governing Exceptional Student Education (ESE) and high school graduation requirements. Districts must adopt procedures consistent with state law but may design their own extended transition programming models.
Statutory Requirement	**Florida Statute §1003.4282(9)(c),** specifically authorizes diploma deferment for eligible students with disabilities. The statute allows a student with a disability who has met the requirements for a standard high school diploma to defer receipt of the diploma to continue receiving special education and related services.

	Additionally, **Florida Statute §1003.5716** requires transition planning to begin no later than age 14, and mandates documentation in the Individualized Education Program (IEP) regarding: • Postsecondary goals; • Diploma pathway; and • The option to defer receipt of the standard diploma. Under these statutes, "Deferment" applies only to students with disabilities who have an active IEP. The decision to defer must be made by the student (or parent, if under 18) in consultation with the IEP team. These services may continue until the student ages out of eligibility for FAPE.
If the School Board votes "Yes"	• SBBC can provide educational and related services for children with disabilities as per the student's Individualized IEP and will meet the State Board of Education rule 6A-6.0361 (F.A.C.) contractual requirements. Students will have the opportunity to participate in Dual Enrollment and enroll in the Broward College Preparatory Transition Deferment program.
If the School Board votes "No"	• SBBC will not be able to provide education and related services for children with disabilities as per the student's IEP and will not meet the State Board of Education rule 6A-6.0361 requirements. Students will not have the opportunity to participate in Dual Enrollment and enroll in the Broward College Preparatory Transition Deferment program, and deferment options in SBBC for students with disabilities will decrease.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 4: College & Career Readiness • Guardrail: Equity
Measurable Outcome(s)/Return on Investment	• By the end of the academic year, the enrollment rate of students in post-secondary higher education will increase by 20% through the implementation of this College Preparatory Transition Deferment Program. • Quantitative and qualitative data may be collected through evaluations, student surveys, teacher rating scales, and monthly progress monitoring reports.

Background/History

The ESE Transition Department is responsible for developing programs aligned with students' postsecondary goals, as outlined in their Transition IEPs. This includes serving students within SBBC who choose to defer receipt of their standard high school diploma. According to state mandates, students with an IEP that requires special education, transition planning, transition services, or related services may defer graduation and continue receiving services through age 21. Transition Deferment Programs must be part of a results-oriented process that focuses on improving both the academic and functional achievements of students with disabilities. These programs are designed to support a successful transition from school to post-school activities, such as:

- Postsecondary education
- Vocational education
- Integrated and supported employment
- Continuing and adult education
- Adult services
- Independent living
- Community participation

Background/History (continued)
In alignment with this mandate, the ESE Department is proud to offer the only Transition Deferment Program in the State of Florida specifically designed for students with disabilities who are pursuing postsecondary education at an accredited college.

For the past eight years, this innovative program has served up to ten students annually and focuses on strengthening the academic readiness, executive functioning, and social–interpersonal skills necessary for success in a college environment.

Students attend the Broward College campus five days per week, where they receive targeted instruction in reading, writing, mathematics, self-advocacy, and learning strategies designed to support college-level expectations. In addition to this specialized support, students have the opportunity to participate in Dual Enrollment courses, allowing them to explore potential career pathways and academic interests while earning up to nine college credits.

This unique program, currently the only college preparatory transition deferment program of its kind in Florida, is intentionally designed to bridge the gap between high school and higher education. By providing structured academic support and real-world college experiences, the program equips students with disabilities with the skills, confidence, and independence needed to successfully transition into college life.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	Original Agreement Term: August 19, 2025, through July 31, 2026; First Amendment to Agreement Term: August 1, 2026, through July 31, 2027.
Multi-Year Agreement:	Yes. There is a cost savings for operational efficiency achieved by this multi-year Agreement. A new bid will yield higher prices, based on the current market conditions.
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Pursuant to Purchasing Policy 3800, Section III part (D), and Rule 6A-1.012(11)(b), Florida Administrative Code, competitive solicitations are not required for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, textbooks, printed instructional materials, computer

	software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency, or a recognized educational institution.

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. The estimated financial impact will be $10,000 per year. The source for these funds is from the Medicaid Budget (2665098130).

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
8/1/2026 – 7/31/2027	12 months	$10,000

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
FY27	11 months	Medicaid	$10,000	N

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY28	1 month	Medicaid	$0

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	This program only impacts Nova High School.
School Selection /Prioritization	This deferment program is available to students across the District who apply and are accepted into the Broward College Prep Deferment Program. Once accepted, students will enroll at Nova High School. Nova was strategically selected to ensure that high school students across the District are eligible for transportation services to access this deferment option. This location allows the program to be accessible to all high school

	students with an IEP who choose to defer their standard high school diploma and participate in extended transition services
Community/ Stakeholder Engagement	The development and expansion of this deferment transition program have been guided by meaningful stakeholder engagement and direct end-user input. Feedback has been gathered from students with disabilities, parents and guardians, ESE specialists, job coaches, school administrators, and community partners.
End-User Input	Families consistently express the need for continued, structured transition services beyond traditional high school graduation to better prepare students for employment, post-secondary education, and independent living. Students have shared that additional time building work skills, self-advocacy, travel training, and real-world experiences increases their confidence and readiness for adulthood. According to the Florida Education & Training Information Program (FETPIP) data, we need to increase students with disabilities enrollment into higher education. Transition Deferment options support this goal by allowing students additional time to build the academic, independent living, and self-advocacy skills needed for postsecondary success. These programs help increase the number of students with disabilities graduating from SBBC and successfully enrolling in college.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Original Agreement
Exhibit C: First Amendment

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	May 29, 2026
Previous Bid # (Ex: 10-004R):	AGR24-323	**Buyer/PA:**	DAISY CHENTES-HERNANDEZ
New Bid Award Total:	$10,000	**Bid Title:**	Broward College Prepatory Transition Deferment Program
Previous Award Total:	$10,000		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	8/19/2025	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	7/31/2026	**# of Months Into Bid:**	9

SPEND REPORTING	
Purchase Order(s) Spend:	$10,000
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$10,000**
Average Monthly Expenditure:	$1,111
Unused Authorized Spending:	**$0**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
127035-BROWARD COLLEGE	N/A		$ 10,000
	PO VENDOR SPEND:		**$ 10,000**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 10,000**

NOTES (Type Below):

Certification Types*
Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	2665098130	**Name** (First & Last)	Diane T. Eagan
Fund	1000	**Title**	Executive Director
Functional Area	5250691060000000	**Department/School Name**	Exceptional Student Education (ESE)
Commitment Item	53140000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	Prepared on:	5/31/2026

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Established 1915
BROWARD
County Public Schools

Procurement & Logistic Operations
Jennifer Andreu, Executive Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0774
jennifer.andreu@browardschools.com

The School Board of Broward County, Florida

Debra Hixon, Chair
Sarah Leonardi, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Dr. Jeff Holness
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

August 26, 2025

Broward College
Craig Levins
Associate Vice President,
Institutional Accessibility & ADA Coordinator
1000 Coconut Creek Boulevard
Coconut Creek, Florida 33306

RE: AGR24-323 - Broward College Preparatory Transition Deferment Program

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and The District Board of Trustees of Broward College, Florida. This is the result of the School Board's approval on August 19, 2025, for Item OO-16. Full details are outlined in the Agreement.

Sincerely,

Jennifer D. Andreu,
Executive Director,
Procurement & Logistic Operations

JDA: bm
Attachment(s)

cc: Marleen Padron, Purchasing Agent II
Sabrina Sheib, Director, ESE/Curriculum
Annmarie Richards, Advocacy & Compliance Coordinator, Economic Development & Diversity Compliance

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2025-08-19	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-16.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

ARG24-323 - Broward College Preparatory Transition Deferment Program ADDED

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and The District Board of Trustees of Broward College, Florida (BC), and the spending authority of $10,000. District-wide.

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Agreement

FINANCIAL IMPACT:

$10,000 for transition services will be funded from Medicaid dollars within ESE Special Programs.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

College and Career Readiness/Acceleration **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Wanda F. Paul	Phone:	754-321-2659
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Wanda F. Paul, Chief Operations Officer

Signature

Wanda F. Paul, Chief Operations Officer Aug 5, 2025

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: August 19, 2025

By: Debra Hixon

School Board Chair

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA
(hereinafter referred to "BC"),
a political subdivision of the State of Florida,
whose principal place of business is
225 East Las Olas Boulevard, Fort Lauderdale, Florida 33301

WHEREAS, BC enters into this Agreement to provide a College Preparatory Transition Deferment Program ("CPTDP") to support District students with disabilities who have deferred their high school diploma to prepare for transition into higher education; and

WHEREAS, District students who complete the CPTDP will have the opportunity to apply for admission into their college of choice as a degree or certificate seeking student; and

WHEREAS, Rule 6A-1.012, 11(b), Florida Administrative Code and School Board Policy 3800, Section III.D., the requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), Florida Statutes, for the purchase of educational services.

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

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. The term of this Agreement shall commence upon the date of the last signature below and conclude on July 31, 2026; unless terminated earlier pursuant to section 3.05 of this Agreement; and upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, may be extended for four (4) additional periods of one (1) year each.

2.02 **Description of the BC's CPTDP.**

(a) CPTDP. BC's College Preparatory Transition Deferment Program ("CPTDP") shall take place during the SBBC approved School Calendar each year of the term of this Agreement. The CPTDP shall not take place during the summer months each year during the term of this Agreement.

(b) Qualifications to enter CPTDP.

1) All applicants of the CPTDP must complete all graduation requirements (not on access points) and complete all requirements for a standard high school diploma.
2) All applicants have average to above average adaptive skills, as determined by the interview team, and are otherwise qualified for college.
3) All applicants must follow BC dual enrollment guidelines at the time of application.
4) All applicants must demonstrate the ability to independently meet the BC academic requirements and the behavioral expectations set forth in the BC Student Code of Conduct.
5) The CPTDP is a one (1) year college preparatory program for District students ("students") with disabilities who have deferred their high school diploma to prepare for transition into higher education. Students may only attend CPTDP once.
6) All applicants must be referred by the SBBC transition team and have transition, college bound goals.

(c) CPTDP Recruitment and Application Process.

1) All applications and enrollment requirements for both SBBC and BC must be completed by May 1 of the application year.
2) The interview team will consist of an SBBC Transition Specialist, CPTDP's ESE teacher, and the Senior Director of BC's Accessibility Resources. Delegates may be assigned, as necessary.
3) Application material needed for each applicant may include Transition Individualized Education Plans (TIEPs), psychoeducational evaluations, adaptive skills checklists. The interview team reserves the right to request additional documentation if deemed necessary to determine entry into the CPTDP.
4) While the interview team will make recommendations for acceptance, the final decision for entry into CPTDP is made by BC's Senior Director of Accessibility Resources or their delegate.
5) Once a decision is made on an applicant the SBBC transition team will send the letters of acceptance/denial to applicants.

(d) Structure of CPTDP.

1) *First Semester of each SBBC approved School Calendar Year*.
Each student will enroll in SLS1001: Strategies for Success.
2) *Second Semester of each SBBC approved School Calendar Year*.
Enrollment for the second semester is contingent upon the student earning a C or higher in SLS1001: Strategies for Success. Students who pass SLS1001: Strategies for Success will choose one dual enrollment course from a list of approved BC dual enrollment courses. If a student meets the traditional dual enrollment eligibility requirements, which includes an unweighted high school GPA of 3.0 or higher and meets the placement test score requirements in all three areas of English, Reading and Math, then they may take a total of two courses from the dual enrollment approved course list. Students who do not receive a C or higher SLS1001 will be removed from CPTDP.

2.03 **SBBC Responsibilities**.

(a) SBBC shall provide a certified ESE teacher and job coach to implement instruction and support students' academic progress. Students will work on individualized academic intervention with an SBBC ESE teacher, in reading, math and writing. Students will also receive instruction implemented by SBBC ESE teacher and Job Coach in self-advocacy skills, college, career, and work readiness.

(b) SBBC ESE specialist and ESE teacher will be responsible for the annual TIEP meetings with students and parents and implementation of goals.

(c) SBBC shall provide transportation for the students to and from BC solely for five (5) days a week in conjunction with SBBC approved School Calendar Year. SBBC will not provide any transportation during the summer months during the term of this Agreement.

(d) SBBC will follow the process for enrolling students into the CPTDP as stated in this Agreement, including receipt of application, interview, review of academic records and adaptive skills, and enrollment outcome (acceptance or nonacceptance).

(e) By May 31st during the term of this Agreement (including appropriately approved extension terms) SBBC will provide BC with the projected number of SBBC students with disabilities who will participate in the CPTDP. If there are less than five (5) qualified SBBC students, then neither SBBC nor BC will have any obligations under this Agreement.

(f) SBBC will communicate that CPTDP is a "limited enrollment" program that all students must meet the established criteria vetted by SBBC and BC.

(g) SBBC will provide students with nursing services as needed.

2.04 **BC Responsibilities**.

(a) BC shall provide a classroom on BC's campus for the ESE teachers, job coaches, and students for implementation of daily instruction.

(b) Accommodations for students in CPTDP will be determined by the BC Accessibility Resources Department and will follow BC policy 6Hx2-5.09.

(c) Students in CPTDP will have access to the BC student life center, inclusive co-curricular activities, and campus amenities.

(d) Upon completion of CPTDP, students will have the opportunity to work directly with BC students' services and accessibility resources staff to assist with their transition into any college.

(e) BC will assign a coordinator to oversee and implement the CPTDP (the "Coordinator"). The Coordinator shall provide SBBC with oversight and direct support for the CPTDP which includes, but is not limited to the following:

1) Enrolling students in CPTDP.
2) Providing students with college accessibility and accommodations.
3) Participating in all student interviews.
4) Providing informational sessions to students and parents on college readiness as needed.
5) Providing informational sessions to SBBC staff regarding any and all program requirements, structure, processes, and the like, to ensure student success.
6) Providing monthly collaboration meetings with BC and SBBC staff for the purpose of ensuring that the CPTDP is operating effectively and students are making progress.

(f) BC shall allow a minimum of five (5) qualified SBBC students and a maximum of ten (10) qualified SBBC students with disabilities who have deferred their high school diploma to prepare for transition into higher education in BC's CPTDP.

(g) If there are less than five (5) qualified SBBC students, then neither SBBC nor BC will have any obligations under this Agreement.

(h) BC will not provide any transportation during the summer months during the term of this Agreement.

2.05 **SBBC Disclosure of Education Records**.

(a) SBBC staff will provide BC with the education records in this section for the following purposes:

1) To determine eligibility of SBBC high school students with disabilities into a Transition Deferment program (on BC's campus) that prepares students for college.

2) To enroll SBBC high school students into a Transition Deferment program (on BC's campus) that prepares students for dual enrollment.

(b) SBBC will provide BC with the following education records, via secure email:

1) Student first and last name

2) Transition Individualized Education Plan ("TIEP")

3) psychoeducational evaluation

4) adaptive skills checklist

(c) FERPA Exception to Consent. For any students whose parent/guardian has signed the deferment letter giving permission for the student to defer their high school diploma and enroll into a deferment program, BC is considered a "school official" with a legitimate educational interest to receive the aforementioned types of information from SBBC student education records for the purposes listed above. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or student age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

(d) The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in BC's privacy policies, if any.

2.06 **BC Safeguarding the Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, BC shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the

responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall, otherwise be in full compliance with Section 1006.1494, Florida Statutes;

6) notify SBBC immediately upon discovery of a breach of confidentiality of SBBC's education records by contacting SBBC as follows: telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) in the event of any breach or suspected breach, fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as BC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) purge education records from any media once the media is no longer in use or is to be disposed.

2.07 **BC Disclosure of Education Records.**

(a) BC staff will provide SBBC with the education records in this section for the following purposes:

1) To provide academic interventions to improve student progress

2) To provide individualized accommodations for students

(b) BC will provide SBBC staff with the following education records, via access to the BC online student portal:

1) Student first and last name
2) Grades
3) Test Scores
4) Accommodation Plan

(c) FERPA Exception to Consent. For any students whose parent/guardian has signed the deferment letter giving permission for the student to defer their high school diploma and enroll into a deferment program, SBBC is considered a "school official" with a legitimate educational interest to receive the aforementioned types of information from BC student education records for the purposes listed above. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or student age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

(d) The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in SBBC's privacy policies, if any.

2.08 **SBBC Safeguarding the Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, SBBC shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to BC upon request;

4) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect

the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall, otherwise be in full compliance with Section 1006.1494, Florida Statutes;

6) notify BC immediately upon discovery of a breach of confidentiality of BC's education records by contacting BC as follows: Karen Lee Murphy - kmurphy@broward.edu; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) in the event of any breach or suspected breach, fully cooperate with appropriate BC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse BC any direct costs incurred by BC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide BC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist BC in resolving obligations associated with a security breach of confidentiality of education records; and

11) purge education records from any media once the media is no longer in use or is to be disposed.

2.09 **No Disclosure of SBBC Employee Records and BC Employee Records**. Neither party shall disclose any employee records received by the other party pursuant to this Agreement. However, should either party comes into contact with the other party's employee records during the course of contracted responsibilities, these records shall only be disclosed pursuant to federal and state laws.

2.10 **Auditing of Data Protection Controls.**

(a) Each party with access to the other party's data shall employ reasonable security controls for the purposes of complying with FERPA. The efficacy of these controls, including

their compliance with reasonable security standards, shall be evaluated on a regular basis through third-party audits.

(b) On request, each party shall provide the other party, within ten (10) business days of the request, an attestation as to having undergone such third-party audit.

(c) Each party shall ensure that any subcontractor with access to the other party's data complies with the requirements of this Section.

2.11 **Cost and Payment**.

(a) Cost. The total cost to SBBC for the educational services provided by BC as described in this Agreement shall be Ten Thousand Dollars and 00/100 Cents ($10,000.00) for the 2025-2026 school year. If the Agreement is extended to subsequent school years as provided in Section 2.01, the cost to SBBC shall remain at Ten Thousand Dollars and 00/100 Cents ($10,000.00) for each subsequent school year, unless BC determines that the cost needs to increase in order to cover BC's expenses to provide the educational services. In such case, BC will immediately notify SBBC and the parties will mutually agree to the increased cost and such amount shall be included in a written Amendment to the Agreement that is approved by both parties. If the parties are not able to mutually agree to the increased cost, then either party may terminate this Agreement. No penalty shall accrue to either party in the event this provision is exercised and SBBC shall not be obligated or liable for any future payments due or any alleged damages of any kind as a result of termination under this section.

(b) Payment.

1) SBBC shall issue the BC a Purchase Order ("PO") for Ten Thousand Dollars and 00/100 Cents ($10,000.00) for the 2025-2026 school year.
2) On or after the first day of school, BC shall submit an invoice to SBBC for Ten Thousand Dollars and 00/100 Cents ($10,000.00) to the following address:
   The School Board of Broward County, Florida
   Accounting & Financial Reporting Department
   ATTN: Accounts Payable
   600 SE 3rd Avenue, 7th Floor
   Fort Lauderdale, Florida 33301
3) BC invoices shall contain at a minimum the following information:
   i. Reference to CPTDP
   ii. Dates of educational services
   iii. PO Number
   iv. BC staff's name and address to which SBBC payment will be sent
   v. number of students enrolled
   vi. specific semester and year of educational services
   vii. students allocation per semester
   viii. total allocation
   ix. balance due
   x. two (2) signature lines for the purpose of SBBC staff approval
   xi. any and all other information required by SBBC staff

4) BC's invoice submitted are subject to the approval of the SBBC Transition Supervisor, and SBBC Exception Student Education (ESE) Curriculum Director. All approved BC invoices will be paid net thirty (30) calendar days.

2.12 **Inspection of BC's Records by SBBC.** BC shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All BC's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of BC directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such an audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to BC's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide BC reasonable advance written notice (no less than two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to BC's facilities and to all records related to this Agreement and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by BC to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all any BC's claims for payment.

(e) Inspection of Subcontractor's Records. If applicable, BC shall require all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods regarding this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by BC to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to BC pursuant to this Agreement and such excluded costs shall become the liability of BC.

(f) Inspector General Audits. BC shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.13 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Exceptional Student Learning Support The School Board of Broward County, Florida 1702 NW 23rd Avenue Fort Lauderdale, Florida 33311
To BC:	Broward College Craig Levins Associate Vice President, Institutional Accessibility & ADA Coordinator 1000 Coconut Creek Blvd Coconut Creek, Florida 33306
With Copy to:	Broward College Office of the General Counsel 111 E. Las Olas Blvd., Suite 33-522 Fort Lauderdale, Florida 33301

2.14 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.15 **Background Screening**. BC shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of BC or its personnel providing any services under the conditions described in the previous sentence. BC shall bear the cost of acquiring the

background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to BC and its personnel. The parties agree that the failure of BC to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. BC agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from BC failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.16 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. BC shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, BC shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. BC shall 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 the Agreement's term and following completion of the Agreement if BC does not transfer the public records to SBBC. Upon completion of the Agreement, BC shall transfer, at no cost, to SBBC all public records in possession of BC or keep and maintain public records required by SBBC to perform the services required under the Agreement. If BC transfers all public records to SBBC upon completion of the Agreement, BC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If BC keeps and maintains public records upon completion of the Agreement, BC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC 's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.17 **Liability**. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.18 **Insurance Requirements**.

(a) SBBC acknowledges that BC is a political subdivision of the State of Florida and warrants, and represents it participates in the Florida College Risk Management Consortium, with

headquarters in Gainesville, Florida, for workers compensation, general liability, and other coverage, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment BC. Its self-insured and various policies are authorized and stated in Florida Statutes, Section 1001.64(27), and Section 768.28. BC agrees to maintain its participation in the Florida College Risk Management Consortium for the duration of the Agreement. Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available under the laws of the State of Florida; (ii) the consent of BC to be sued; or (iii) a waiver of BC's sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

(b) SBBC reserves the right to review, reject or accept any of BC's policies of insurance, including limits, coverage, or endorsements, herein throughout the term of this Agreement.

2.19 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex, or sexual orientation in the performance of the parties' respective duties, responsibilities, and obligations under this Agreement.

2.20 **Annual Appropriation**. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages because of termination under this section.

2.21 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this

Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, BC or SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written. Without limitation of the foregoing, the terms and conditions in any Purchase Order issued by SBBC shall not apply to the CPTDP; the only terms and conditions that apply are contained in this Agreement.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, , obligations to pay or reimburse BC or SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By: Debra Hixon

Debra Hixon, Chair

Date: 08-19-25

Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
Date: 2025.08.01 16:05:44 -04'00'

Note: The District Board of Trustees of Broward College, Florida - CPTDP

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

FOR BC

(Corporate Seal)

THE DISTRICT BOARD OF TRUSTEES
OF BROWARD COLLEGE, FLORIDA

By: _____

ATTEST:

Elizabeth Beavin
Witness

Print Name: Torey Alston

Date: 7/23/25

APPROVED
By Kristina Raattama at 7:54 pm, Jul 21, 2025

_____
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 7/23/25 (*date*) by TOREY ALSTON (*name of officer or agent, title of officer or agent*) of BROWARD COLLEGE (*name of corporation acknowledging*), a FLORIDA (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me or has produced _____ (*type of identification*) as identification and who did first take an oath this 23 day of JULY, 2025.

My Commission Expires:

_____
Signature – Notary Public

(SEAL)

CINDY HOWE
Notary Public-State of Florida
Commission # HH 632408
My Commission Expires
January 28, 2029

CINDY HOWE
Printed Name of Notary

HH632408
Notary's Commission No.

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA
(hereinafter referred to as "BC"),
a political subdivision of the State of Florida,
whose principal place of business is
6400 NW 6th Way, Fort Lauderdale, Forida 33309

RECITALS

A. **WHEREAS**, SBBC and BC entered into an Agreement that commenced on August 19, 2025, and expires on July 31, 2026 ("Agreement"); and

B. **WHEREAS,** BC provides *a College Preparatory Transition Deferment Program ("CPTDP*") to support SBBC students with disabilities who have deferred their high school diploma to prepare for transition into higher education; and

C. **WHEREAS,** the Agreement permits four (4) additional one (1) year extension periods; and

D. **WHEREAS,** SBBC and BC wish to exercise the first of the four (4) options to extend the Agreement term for a period of one (1) year from August 1, 2026, through July 31, 2027, and amend certain provisions of the Agreement through this First Amendment ("First Amendment"); and

E. **WHEREAS,** pursuant to SBBC Policy 3800, III (D), as authorized by Florida Administrative Code Rule 6A-1.012, 11(b), the requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), Florida Statutes, for the purchase of educational services.

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

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement**. Pursuant to section 2.01 of the Agreement, the term of this Agreement is hereby extended from August 1, 2026, ("Effective Date") through July 31, 2027), unless terminated earlier pursuant to section 3.05 of the Agreement.

3. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

(a) The following provisions – sections **2.06** and **2.08** - **replace** the respective provisions in the Agreement, by interlineation, as follows:

2.06 **BC Safeguarding the Confidentiality of Education Records.**

2.06.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, BC shall:

2.06.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.06.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.06.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.06.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-

1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.06.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, BC shall:

2.06.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to employees records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2.06.2.2 Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

2.06.2.3 Notify the SBBC Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.06.2.4 In the event of any breach or suspected breach fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner; and

2.06.2.5 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.06.2.6 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

2.06.2.7 Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

2.06.2.8 Purge education records from any media once the media is no longer in use or is to be disposed; and

2.06.2.9 Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.06.3 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.08 **SBBC Safeguarding the Confidentiality of Education Records.**

2.08.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, SBBC shall:

2.08.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.08.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.08.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.08.1.4 Notify BC immediately upon discovery of a hard copy breach of confidentiality of education records by contacting Karen Lee Murphy at kmurphy@broward.edu; and take all necessary notification steps as may be required by federal and Florida law.

2.08.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, SBBC shall:

2.08.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to employees records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to BC upon request; and

2.08.2.2 Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

2.08.2.3 Notify BC immediately upon discovery of an electronic breach of confidentiality of employee records by contacting Karen Lee Murphy at kmurphy@broward.edu; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.08.2.4 In the event of any breach or suspected breach fully cooperate with appropriate BC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner; and

2.08.2.5 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse BC any direct costs incurred by BC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.08.2.6 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

2.08.2.7 Provide BC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist BC in resolving obligations associated with a security breach of confidentiality of education records; and

2.08.2.8 Purge education records from any media once the media is no longer in use or is to be disposed; and

2.08.2.9 Return, at BC's request, all education records to BC (at no additional cost and in a format that is compatible with BC's information technology

systems) upon termination of this Agreement or purge the education records in compliance with the applicable Florida Retention Schedules and provide BC with a written acknowledgment of said disposition. All education records remain the property of BC, and any party contracting with BC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.08.3 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

4. **Cost and Payment**.

(a) Cost. The cost to SBBC for the educational services under this First Amendment to Agreement is Ten Thousand Dollars and 00/100 Cents ($10,000.00) for the term of August 1, 2026, through July 31, 2027.

(b) Payment. Upon receipt of an appropriate invoice from BC, SBBC shall pay BC for satisfactory commodities received and/or services rendered under this First Amendment.

1) SBBC shall issue BC a Purchase Order ("PO") for Ten Thousand Dollars and 00/100 Cents ($10,000.00) for the term of August 1, 2026, through July 31, 2027.

2) On or after the first day of school, BC shall submit an invoice to SBBC for Ten Thousand Dollars and 00/100 Cents ($10,000.00) to the following address:

The School Board of Broward County, Florida Accounting & Financial Reporting Department
ATTN: Accounts Payable
600 SE 3rd Avenue, 7th Floor Fort Lauderdale, Florida 33301

3) BC's invoices submitted are subject to the approval of the SBBC Transition Supervisor, and SBBC Exceptional Student Education (ESE) Curriculum Director. All approved BC invoices will be paid within thirty (30) calendar days.

5. **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

(a) this First Amendment to Agreement; then
(b) the Agreement.

6. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

7. **Authority**. Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Nicole Vele GrayRobinson, P.A. as Cadre Counsel for
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR BC:

(Corporate Seal)

THE DISTRICT BOARD OF TRUSTEES
OF BROWARD COLLEGE, FLORIDA

ATTEST:

By: _____
Signature

APPROVED
By Kristina Raattama at 3:07 pm, Jun 02, 2026

_____
Corporate Secretary Signature
Print Name: _____

Print Name: _____

-or-

Title: _____

_____
Witness Signature
Print Name: _____

Date: _____

_____
Witness Signature
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*) of _____ (*name of corporation acknowledging*), a _____ (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced _____ (type of identification) as identification and who did first take an oath this _____ day of _____, 202_.
My Commission Expires:

_____
Notary Public Signature

(SEAL)

_____
Printed Name of Notary

_____
Notary's Commission No.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-2.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

AGR24-324 – Supplemental Software (Acaletics)

REQUESTED ACTION:

Approve the Second Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Acaletics with a term that commences on August 1, 2026, and concludes on July 31, 2027, with no increase in budget authority. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Second Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Original Agreement
- First Amendment
- Second Amendment
- Teacher Survey
- Principal Survey

FINANCIAL IMPACT:

Additional budget authority is not being encumbered for this Agreement. Schools and departments can purchase these materials only if they have allocated funds to do so.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 2: Algebra Proficiency

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jul 14, 2026

Electronic Signature

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

Form $4189 Revised 7/24

HH/JJS

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

AGR24-324 – Supplemental Software (Acaletics)

Board Meeting Date: July 28, 2026

Requested Action:
Approve the Second Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Acaletics with a term that commences on August 1, 2026, and concludes on July 31, 2027, with no increase in budget authority.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• Elementary schools will have the opportunity to purchase Acaletics as a supplemental resource for mathematics instruction if there is funding in their budgets.
If the School Board votes "No"	• Elementary schools will not have the opportunity to purchase Acaletics as a supplemental resource for mathematics instruction, even if there is funding in their budgets. As a result, schools may search for and utilize other programs that are not District-approved.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 2: Algebra Proficiency
Measurable Outcome(s)/Return on Investment	• Students who attended schools that implemented the Acaletics program demonstrated growth across all grade levels from PM1 to PM3. Overall, students participating in the Acaletics program demonstrated growth that was generally comparable to or greater than districtwide averages, with particularly strong performance observed in Grade 3.

Grade Level	PM1	PM2	PM3	PM1-PM3 Growth Acaletics	PM1-PM3 Growth District
KG	88.53	108.42	122.88	+34.35	+34.19
01	117.67	134.66	147.2	+29.53	+29.8
02	142.73	155.24	167.49	+24.76	+25.46
03	172.57	186.44	204.71	+32.14	+27.74
04	188.57	198.73	215.54	+26.97	+26.54
05	201.33	211.11	225.31	+23.98	+23.22

Background/History
Acaletics provides supplemental, standards-based math resources that contain performance task items that require students to justify and explain their reasoning. These products are used to check mathematical progress and facilitate projections of student performance. They maximize student exposure to the content and skills that are assessed and help maintain and advance overall student performance.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	Original Agreement: September 24, 2024, through July 31, 2025, with an option for two additional one-year extension periods; First Amendment: August 1, 2025, through July 31, 2026; Second Amendment: August 1, 2026, through July 31, 2027.
Multi-Year Agreement:	Yes, this is a one-year Agreement with two one-year extension periods.
Procurement Method:	**Piggyback Agreement**: No **Acquisition Method**: Pursuant to Purchasing Policy 3800, III (D), and Rule 6A-1.012(11)(b), F.A.C., competitive solicitations are not required for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency, or a recognized educational institution.

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. This Agreement provides the necessary procurement mechanism for schools to purchase these optional materials if they have the available budget,
2. The Original Agreement was approved with a $800,000 budget authority, of which $281,389 remains, which represents the maximum allowable expenditure under this Agreement from either school or District budgets.
3. Additional budget authority is not being encumbered for this Agreement. Schools and departments can purchase these materials only if they have allocated funds to do so.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
8/1/2026 - 7/31/2027	12 months	$281,389

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
FY27	11 months	Various Schools General or Grants Funds	$281,389	Y

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
FY28	1 month	Various Schools General or Grants Funds	$0

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Elementary schools will have the opportunity to purchase Acaletics as a supplemental resource for mathematics instruction if there is funding in their budgets.
School Selection /Prioritization	School-based decision
Community/	Not Applicable

Stakeholder Engagement	
End-User Input	Stakeholder engagement included: • Principal Surveys o 96% of principals who used Acaletics found the program to be effective in increasing student achievement. • Teacher Surveys o 91% of the teachers who completed the survey indicated satisfaction with the Acaletics materials and expressed an interest in utilizing the materials for the 2026-2027 school year. o 71% of teachers who completed the survey found the program to be highly effective in closing the achievement gap, and 23% found it to be somewhat effective.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Original Agreement
Exhibit C: First Amendment
Exhibit D: Teacher Survey
Exhibit E: Principal Survey

Elementary schools that are interested in purchasing supplemental products from Acaletics:

Cresthaven	Cypress	Davie	Dr. Martin Luther King, Jr.	Endeavour Primary Learning Center
Hollywood Central Preparatory K-8	James S. Hunt	Larkdale	C. Robert Markham	Mary M. Bethune
Oakridge	Orange Brook	Park Ridge	Plantation	Sanders Park Magnet
Sunland Park Academy	Tedder	Thurgood Marshall	Walker	

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	May 28, 2026
Previous Bid # (Ex: 10-004R):	AGR24-324	**Buyer/PA:**	DAISY CHENTES-HERNANDEZ
New Bid Award Total:	$0	**Bid Title:**	Supplemental Software (Acaletics)
Previous Award Total:	$800,000		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	9/24/2024	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	7/31/2026	**# of Months Into Bid:**	20

SPEND REPORTING	
Purchase Order(s) Spend:	$518,611
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$518,611**
Average Monthly Expenditure:	$25,931
Unused Authorized Spending:	**$281,389**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION			
Awarded Vendors:	**Certification Type:**	**Ethnicity / Gender:**	**Spend:**
102403-ACALETICS	N/A		$ 518,611
	PO VENDOR SPEND:		**$ 518,611**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 518,611**

NOTES (Type Below):
The "New Bid Award Total" amount for this Second Amendment to Agreement is $0.00. There is currently $294,758.80 in "Unused Authorized Spending" remaining in the Budget Authority from the Original Agreement and First Amendment, which is sufficient to cover costs for the 12 month renewal period.

Certification Types*
Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	Various School and Department Budgets	**Name** (First & Last)	Melissa Holtz
Fund		**Title**	Director
Functional Area		**Department/School Name**	Elementary Learninhg
Commitment Item		**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**5/27/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Mauricio R. Stradiotti, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0501 • fax: 754-321-0936
mauricio.stradiotti@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

October 2, 2024

ACALETICS
14052 NW 82 Avenue
Miami Lakes, Florida 33016

RE: AGR24-324 - Supplemental Software (Acaletics)

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and Acaletics. This is the result of the School Board's approval on September 24, 2024, for Item 12. Full details are outlined in the Agreement.

Sincerely,

Mauricio R. Stradiotti, Director
Procurement & Warehousing Services

MRS: bm
Attachment(s)

cc: Cynthia Gomez, Purchasing Agent I
Melissa Holtz, Director, Elementary Learning
Annmarie Richards, Advocacy & Compliance Coordinator, Economic Development & Diversity Compliance

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-09-24	Special School Board Meeting
CATEGORY:	OO. Operations & Facilities
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	12.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **AGR24-324 - Supplemental Software (Acaletics)**

REQUESTED ACTION: **Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Educational Development Associates Inc. d/b/a Acaletics. District-wide.**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Agreement

FINANCIAL IMPACT:

$400,000. The source of funds is school and District department budgets.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Algebra Proficiency **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Wanda F. Paul	Phone:	754-321-2611
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Wanda F. Paul, Chief Operations & Facilities Officer

Signature

Wanda F. Paul, Chief Operations & Facilities Officer

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: September 24, 2024

By: Lori Wadell
School Board Chair

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

EDUCATIONAL DEVELOPMENT ASSOCIATES, INC. d/b/a ACALETICS
(hereinafter referred to as "VENDOR"),
whose principal place of business is
14052 NW 82nd Avenue
Miami Lakes, Florida 33016

WHEREAS, VENDOR is a provider of supplemental math curriculum that accelerates the math achievement of students; and

WHEREAS, VENDOR wishes to provide and SBBC desires to utilize VENDOR's resources; and

WHEREAS, Rule 6A-1.012, 11(b) and 14, Florida Administrative Code and School Board Policy 3800, Section III, D, and E, the requirement for competitive solicitations is waived for the purchase of educational services and any type of copyrighted materials, including without limitation, instructional materials, computer software, and for information technology.

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

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on August 31, 2025, unless terminated earlier pursuant to section 3.05 of this Agreement. The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional one-year periods.

2.02 **Description of Goods and Services and Costs**.

(a) VENDOR shall provide the following printed instructional resources at the costs per item(s) specified below:

Book Title	Unit Price
College Readiness Standards COMPREHENSIVE PRE/POST ASSESSMENT GR 2	$9.95
College Readiness Standards QUIK-PIK BK 1 GR 2	$8.95
College Readiness Standards QUIK-PIK BK 2 GR 2	$8.95
College Readiness Standards QUIK-PIK BK 3 GR 2	$8.95
College Readiness Standards QUIK-PIK BK 4 GR 2	$8.95
College Readiness Standards COMPREHENSIVE Strand REVIEW BK 1 GR 2	$5.95
College Readiness Standards COMPREHENSIVE Strand REVIEW BK 2 GR 2	$5.95
Winter Break Prep Booklet GR 2	$2.49
Spring Break Prep Booklet GR 2	$1.99
College Readiness Standards COMPREHENSIVE PRE/POST ASSESSMENT GR 3	$9.95
College Readiness Standards QUIK-PIK BK 1 GR 3	$8.95
College Readiness Standards QUIK-PIK BK 2 GR 3	$8.95
College Readiness Standards QUIK-PIK BK 3 GR 3	$8.95
College Readiness Standards QUIK-PIK BK 4 GR 3	$8.95
College Readiness Standards COMPREHENSIVE Strand REVIEW BK 1 GR 3	$5.95
College Readiness Standards COMPREHENSIVE Strand REVIEW BK 2 GR 3	$5.95
MATHEMATICAL MODELING BK 1 GR 3	$7.95
MATHEMATICAL MODELING BK 2 GR 3	$7.95
Winter Break Prep Booklet GR 3	$2.49
Spring Break Prep Booklet GR 3	$1.99
College Readiness Standards COMPREHENSIVE PRE/POST ASSESSMENT GR 4	$9.95
College Readiness Standards QUIK-PIK BK 1 GR 4	$8.95
College Readiness Standards QUIK-PIK BK 2 GR 4	$8.95
College Readiness Standards QUIK-PIK BK 3 GR 4	$8.95
College Readiness Standards QUIK-PIK BK 4 GR 4	$8.95
College Readiness Standards COMPREHENSIVE Strand REVIEW BK 1 GR 4	$5.95

College Readiness Standards COMPREHENSIVE Strand REVIEW BK 2 GR 4	$5.95
MATHEMATICAL MODELING BK 1 GR 4	$7.95
MATHEMATICAL MODELING BK 2 GR 4	$7.95
Winter Break Prep Booklet GR 4	$2.49
Spring Break Prep Booklet GR 4	$1.99
College Readiness Standards COMPREHENSIVE PRE/POST ASSESSMENT GR 5	$9.95
College Readiness Standards QUIK-PIK BK 1 GR 5	$8.95
College Readiness Standards QUIK-PIK BK 2 GR 5	$8.95
College Readiness Standards QUIK-PIK BK 3 GR 5	$8.95
College Readiness Standards QUIK-PIK BK 4 GR 5	$8.95
College Readiness Standards COMPREHENSIVE Strand REVIEW BK 1 GR 5	$5.95
College Readiness Standards COMPREHENSIVE Strand REVIEW BK 2 GR 5	$5.95
MATHEMATICAL MODELING BK 1 GR 5	$7.95
MATHEMATICAL MODELING BK 2 GR 5	$7.95
Winter Break Prep Booklet GR 5	$2.49
Spring Break Prep Booklet GR 5	$1.99
College Readiness Standards COMPREHENSIVE PRE/POST ASSESSMENT GR 6	$9.95
College Readiness Standards QUIK-PIK BK 1 GR 6	$8.95
College Readiness Standards QUIK-PIK BK 2 GR 6	$8.95
College Readiness Standards QUIK-PIK BK 3 GR 6	$8.95
College Readiness Standards COMPREHENSIVE Strand REVIEW BK 1 GR 6	$5.95
College Readiness Standards COMPREHENSIVE Strand REVIEW BK 2 GR 6	$5.95
College Readiness Standards COMPREHENSIVE PRE/POST ASSESSMENT GR 7	$9.95
College Readiness Standards QUIK-PIK BK 1 GR 7	$8.95
College Readiness Standards QUIK-PIK BK 2 GR 7	$8.95
College Readiness Standards QUIK-PIK BK 3 GR 7	$8.95
College Readiness Standards COMPREHENSIVE Strand REVIEW BK 1 GR 7	$5.95
College Readiness Standards COMPREHENSIVE Strand REVIEW BK 2 GR 7	$5.95
College Readiness Standards COMPREHENSIVE PRE/POST ASSESSMENT GR 8	$9.95
College Readiness Standards QUIK-PIK BK 1 GR 8	$8.95
College Readiness Standards QUIK-PIK BK 2 GR 8	$8.95
College Readiness Standards QUIK-PIK BK 3 GR 8	$8.95

College Readiness Standards COMPREHENSIVE Strand REVIEW BK 1 GR 8	$5.95
College Readiness Standards COMPREHENSIVE Strand REVIEW BK 2 GR 8	$5.95
College Readiness Standards COMPREHENSIVE PRE/POST ASSESSMENT	$9.95
College Readiness Standards COMPREHENSIVE MIDTERM ASSESSMENT	$6.95
Algebra Basics	$9.95
Algebra QUIK-PIK BK 1	$9.95
Algebra QUIK-PIK BK 2	$9.95
Algebra Winter Break Prep Booklet	$2.49
Algebra Spring Break Prep Booklet	$1.99
PLACEMENT ASSESSMENT	$9.95
Fraction Basics	$9.95
Percent Basics	$9.95

2.03 **Payment**.

(a) Any district school or department may elect to purchase products and/or services listed in section 2.02 by contacting the VENDOR. The requesting school shall request a quote from VENDOR (with the same quote utilizing the costs listed within section 2.02 of this Agreement), that shall be used to create a valid requisition. The district department or district school creating the valid requisition for selected software products will be responsible for all costs related to said requisition.

(b) SBBC will provide VENDOR with a valid purchase order via United States First Class mail or commercial overnight document delivery service, and/or by electronic means, using VENDOR's contact information designated in section 2.08 (if delivery via email is preferred by VENDOR, and would result in faster response and processing, VENDOR shall specify the appropriate email address for submission of the purchase order in its quote).

(c) VENDOR shall seek all payment from the respective district department or district school that created the valid requisition.

(d) The respective district departments or district schools shall pay all proper and appropriate VENDOR invoices within thirty (30) calendar days after receipt of the same invoice.

(e) VENDOR shall submit all invoices to the following address:

The School Board of Broward County, Florida
Accounting and Financial Reporting Department
Attn: Accounts Payable
600 S.E. 3rd Avenue, 7th Floor
Fort Lauderdale, Florida 33301

frdaphelp@browardschools.com

2.04 **No Disclosure of SBBC Education Records**.

SBBC shall not disclose any education records to VENDOR pursuant to this Agreement. However, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. VENDOR's use or re-disclosure may violate applicable federal and state laws.

2.05 **VENDOR Safeguarding the Confidentiality of Education Records**.

Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

a) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

b) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides prior written consent for their release;

c) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

d) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

e) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

f) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

g) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law

2.06 **No Disclosure of SBBC Employee Records**.

SBBC shall not disclose any employee records to VENDOR pursuant to this Agreement. However, should VENDOR come into contact with employee records during the course of contracted responsibilities, these records shall only be disclosed pursuant to federal and state laws.

2.07 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) related to this Agreement. All of VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the Effective Date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement. SBBC's agent or its authorized representative shall provide VENDOR with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and reproduction. SBBC's agent or its authorized representative shall have access to the VENDOR's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief Academic Officer The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To ACALETICS:	ACALETICS 14052 NW 82 Avenue Miami Lakes, Florida 33016
With a Copy to:	Mike Bell, Vice President Educational Development Associates, Inc. 14052 NW 82 Avenue Miami Lakes, Florida 33016

2.09 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.10 **Background Screening**. VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.11 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall 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 the Agreement's term and following completion of the

Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.12 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.13 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage;

$1,000,000 General Aggregate; and limits of not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(c) Auto Liability. VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "Insert Name does not own any vehicles. If VENDOR acquires any vehicles during the term of the Agreement VENDOR agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

(d) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(e) Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit VENDOR sufficient time to remedy any deficiencies.

(f) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave, 11th Floor, Fort Lauderdale, FL 33301.

(h) Cancellation of Insurance. Insert Name is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.14 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital

status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.15 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is one million dollars ($1,000,000) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.16 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.17 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.18 **Proprietary Information**.

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.19 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, all nongovernmental entities executing, renewing, or extending a contract with The School Board of Broward County, Florida must provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury stating that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject a nongovernmental entity to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if a nongovernmental entity is found to have submitted a false affidavit.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Lori Alhadeff, Chair

Date: 9-24-24

ATTEST:

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Maya Moore

Digitally signed by Maya Moore
Reason: Educational Development Associates Inc. dba Acaletics Agreement
Date: 2024.09.16 09:53:56 -04'00'

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

EDUCATIONAL DEVELOPMENT ASSOCIATES, INC. d/b/a ACALETICS

ATTEST:

By _____
Signature

_____, Secretary

Printed Name: Michael A. Bell

Title: Vice President

-or-

_____ 09/16/2024
Witness

_____ 9/16/2024
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this September 16, 2024 (*date*) by Michael A. Bell, Vice President (*name of officer or agent, title of officer or agent*) of Educational Development Associates, Inc. d/b/a ACALETICS (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced Florida Driver License (*type of identification*) as identification and who ☐did/☒did not first take an oath this 16 day of September, 2024.

My Commission Expires:

_____
Signature – Notary Public

_____
Printed Name of Notary

(SEAL)

LAWRENCE A. STELLATO, JR.
Notary Public
State of Florida
Comm# HH299782
Expires 8/11/2026

HH299782
Notary's Commission No.

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Jennifer Andreu, Executive Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0774
jennifer.andreu@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Debra Hixon, Chair
Sarah Leonardi, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Dr. Jeff Holness
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

June 26, 2025

Educational Development Associates, Inc.
d/b/a Acaletics
14052 Northwest 82nd Avenue
Miami Lakes, Florida 33016

RE: AGR24-324 - Supplemental Software (Acaletics)

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and Educational Development Associates, Inc. d/b/a Acaletics. This is the result of the School Board's approval on June 17, 2025, for Item OO-1. Full details are outlined in the Agreement.

Sincerely,

Jennifer D. Andreu, Executive Director
Opeations

JDA: bm
Attachment(s)

cc: Cynthia Gomez, Purchasing Agent III
Melissa Holtz, Director, Elementary Learning
Annmarie Richards, Advocacy & Compliance Coordinator, Economic Development & Diversity Compliance

Status: REVISED

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2025-06-17	Regular School Board Meeting
CATEGORY:	OO. Operations & Facilities
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:
AGR24-324 - Supplemental Software (Acaletics)
REVISED

REQUESTED ACTION:
Approve Additional Spending Authority of $400,000 and the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Educational Development Associates, Inc. d/b/a Acaletics. District-wide.

RATIONALE:
For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The First Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- First Amenment
- Memo to Revise

FINANCIAL IMPACT:
$400,000. The new total award amount is $800,000 and is funded by school budgets.

STRATEGIC PLAN ALIGNMENT:
Student Focus Outcomes
Algebra Proficiency
OR **Business Operations**

BOARD ACTION:
(For Official School Board Records Only)
APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Wanda F. Paul	Phone:	754-321-2659
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title
Wanda F. Paul, Chief Operations & Facilities Officer

Signature
Wanda F. Paul, Chief Operations & Facilities Officer Jun 3,

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: June 17, 2025

By: Debra Hixon
School Board Chair

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

EDUCATIONAL DEVELOPMENT ASSOCIATES, INC.
d/b/a ACALETICS
(hereinafter referred to as "VENDOR"),
whose principal place of business is
14052 NW 82nd Avenue
Miami Lakes, Florida 33016

WHEREAS, SBBC and VENDOR entered into an Agreement that commenced on September 24, 2024 and is to expire on August 31, 2025 (hereafter "Agreement"); and

WHEREAS, VENDOR is a provider of supplemental math curriculum that accelerates students' math achievement; and

WHEREAS, the parties now mutually desire to extend the term of the Agreement an additional one-year period and amend certain provisions through this First Amendment to Agreement ("First Amendment").

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

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Term of Agreement**. Pursuant to Section 2.01 of the Agreement, the term of the Agreement is hereby extended from September 1, 2025 ("Effective Date") through July 31, 2026, unless terminated earlier pursuant to Section 3.05 of the Agreement.

1.03 **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

I. The following provisions replace the respective provisions in sections 2.02, 2.04, 2.05 in the Agreement, by interlineation, as follows:

2.02 **Description of Goods and Services and Costs**.

(a) VENDOR shall provide the following printed instructional resources at the costs noted per item:

Book Title	Unit Price
College Readiness Standards COMPREHENSIVE PRE/POST ASSESSMENT GR 2	$9.95
College Readiness Standards QUIK-PIK BK 1 GR 2	$8.95
College Readiness Standards QUIK-PIK BK 2 GR 2	$8.95
College Readiness Standards QUIK-PIK BK 3 GR 2	$8.95
College Readiness Standards QUIK-PIK BK 4 GR 2	$8.95
College Readiness Standards COMPREHENSIVE Strand REVIEW BK 1 GR 2	$5.95
College Readiness Standards COMPREHENSIVE Strand REVIEW BK 2 GR 2	$5.95
Winter Break Prep Booklet GR 2	$2.49
Spring Break Prep Booklet GR 2	$1.99
College Readiness Standards COMPREHENSIVE PRE/POST ASSESSMENT GR 3	$9.95
College Readiness Standards QUIK-PIK BK 1 GR 3	$8.95
College Readiness Standards QUIK-PIK BK 2 GR 3	$8.95
College Readiness Standards QUIK-PIK BK 3 GR 3	$8.95
College Readiness Standards QUIK-PIK BK 4 GR 3	$8.95
College Readiness Standards COMPREHENSIVE Strand REVIEW BK 1 GR 3	$5.95
College Readiness Standards COMPREHENSIVE Strand REVIEW BK 2 GR 3	$5.95
MATHEMATICAL MODELING BK 1 GR 3	$7.95
MATHEMATICAL MODELING BK 2 GR 3	$7.95
Winter Break Prep Booklet GR 3	$2.49
Spring Break Prep Booklet GR 3	$1.99
College Readiness Standards COMPREHENSIVE PRE/POST ASSESSMENT GR 4	$9.95
College Readiness Standards QUIK-PIK BK 1 GR 4	$8.95
College Readiness Standards QUIK-PIK BK 2 GR 4	$8.95

College Readiness Standards QUIK-PIK BK 3 GR 4	$8.95
College Readiness Standards QUIK-PIK BK 4 GR 4	$8.95
College Readiness Standards COMPREHENSIVE Strand REVIEW BK 1 GR 4	$5.95
College Readiness Standards COMPREHENSIVE Strand REVIEW BK 2 GR 4	$5.95
MATHEMATICAL MODELING BK 1 GR 4	$7.95
MATHEMATICAL MODELING BK 2 GR 4	$7.95
Winter Break Prep Booklet GR 4	$2.49
Spring Break Prep Booklet GR 4	$1.99
College Readiness Standards COMPREHENSIVE PRE/POST ASSESSMENT GR 5	$9.95
College Readiness Standards QUIK-PIK BK 1 GR 5	$8.95
College Readiness Standards QUIK-PIK BK 2 GR 5	$8.95
College Readiness Standards QUIK-PIK BK 3 GR 5	$8.95
College Readiness Standards QUIK-PIK BK 4 GR 5	$8.95
College Readiness Standards COMPREHENSIVE Strand REVIEW BK 1 GR 5	$5.95
College Readiness Standards COMPREHENSIVE Strand REVIEW BK 2 GR 5	$5.95
MATHEMATICAL MODELING BK 1 GR 5	$7.95
MATHEMATICAL MODELING BK 2 GR 5	$7.95
Winter Break Prep Booklet GR 5	$2.49
Spring Break Prep Booklet GR 5	$1.99

2.04 **No Disclosure of SBBC Education Records and Employee Records.** SBBC shall not disclose any education records to VENDOR pursuant to this Agreement. However, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. VENDOR's use or re-disclosure may violate applicable federal and state laws. Likewise, no employee records shall be disclosed by SBBC to VENDOR. Should VENDOR come into contact with employee records, they may not be re-disclosed except as required or permitted by law.

2.05 **VENDOR Safeguarding the Confidentiality of Education Records**

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

4) notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

2) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

3) notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

4) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

5) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

6) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

7) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records;

8) purge education records from any media once the media is no longer in use or is to be disposed; and

9) return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

(c) Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

(d) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

II. The following provisions are added to the Agreement, by interlineation, as follows:

2.20 **VENDOR Safeguarding the Confidentiality of Employee Records.**

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

2) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;

3) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

4) notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

2) notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

3) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

4) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

(c) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

1.04 **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

a) this First Amendment to Agreement; then
b) the Agreement.

1.05 **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.06 **Authority**. Each person signing this Second Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to Agreement on the date of last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SBBC:

(Corporate Seal)

ATTEST:

Dr. Howard Hepburn,
Superintendent of Schools

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By Debra Hixon
Debra Hixon, Chair

Date 6/17/2025

Approved as to Form and Legal Content:

Maya Moore

Digitally signed by Maya Moore
Reason: Educational Development Associates Inc. d/b/a Acaletics First Amendment
Date: 2025.04.14 14:14:20 -04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

EDUCATIONAL DEVELOPMENT ASSOCIATES, INC. d/b/a ACALETICS

ATTEST:

By Michael A. Bell
Signature

_____, Secretary

Printed Name: Michael A. Bell

Title: Vice President

-or-

Rafaela Guevara
Witness

Witness

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this April 12, 2025 (*date*) by Michael Bell, Vice President (*name of officer or agent, title of officer or agent*) of Educational Development Associates, Inc. d/b/a ACALETICS (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced his driver's license (*type of identification*) as identification and who ☐ did/☒ did not first take an oath this 12 day of April, 2025.

My Commission Expires:

March 18, 2028

Nicole L. Lewis-Glasford
Signature – Notary Public

Nicole L. Lewis-Glasford
Printed Name of Notary

(SEAL)

HH 504651
Notary's Commission No.

NICOLE L. LEWIS-GLASFORD
MY COMMISSION # HH 504651
EXPIRES: March 18, 2028

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

EDUCATIONAL DEVELOPMENT ASSOCIATES, INC.
D/B/A ACALETICS
(hereinafter referred to as "VENDOR"),
whose principal place of business is
14052 NW 82 Avenue
Miami Lakes, Florida 33016

A. **WHEREAS**, SBBC and VENDOR entered into an Agreement that commenced on September 24, 2024 and expired on August 31, 2025 (hereafter "Agreement"); and

B. **WHEREAS**, VENDOR is a provider of supplemental math curriculum that accelerates students' math achievement; and

C. **WHEREAS**, the Agreement permits two (2) additional one (1) year extension periods; and

D. **WHEREAS**, SBBC and VENDOR entered into the First Amendment to Agreement wherein the parties exercised the first of the two (2) options to extend the Agreement term for a period of one (1) year from September 1, 2025 through July 31, 2026, and amend certain provisions through this First Amendment to Agreement ("First Amendment"); and

E. **WHEREAS**, SBBC and VENDOR wish to exercise the second of the two (2) options to extend the Agreement term for a period of one (1) year from August 1, 2026, through July 31, 2027, and amend certain provisions through this Second Amendment to Agreement ("Second Amendment").

F. **WHEREAS**, pursuant to SBBC Policy 3800, III (D) and (E), as authorized by Florida Administrative Code Rule 6A-1.012 11(b) and 14, the requirement of requesting competitive solicitations from three or more sources is waived for the purchase of educational services and

any type of copyrighted materials including, without limitation, computer software, and for information technology.

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

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement**. Pursuant to Section 2.01 of the Agreement, the term of the Agreement is hereby extended from August 1, 2026 ("Effective Date") through July 31, 2027, unless terminated earlier pursuant to Section 3.05 of the Agreement.

3. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

(a) The following provision – section 2.02 – replace the respective provisions in the Agreement, by interlineation, as follows:

Book Title	Unit Price
College Readiness Standards COMPREHENSIVE PRE/POST ASSESSMENT GR 2	$9.95
College Readiness Standards QUIK-PIK BK 1 GR 2	$8.95
College Readiness Standards QUIK-PIK BK 2 GR 2	$8.95
College Readiness Standards QUIK-PIK BK 3 GR 2	$8.95
College Readiness Standards QUIK-PIK BK 4 GR 2	$8.95
College Readiness Standards COMPREHENSIVE Strand REVIEW BK 1 GR 2	$5.95
College Readiness Standards COMPREHENSIVE Strand REVIEW BK 2 GR 2	$5.95
Winter Break Prep Booklet GR 2	$2.49
Spring Break Prep Booklet GR 2	$1.99
College Readiness Standards COMPREHENSIVE PRE/POST ASSESSMENT GR 3	$9.95
College Readiness Standards QUIK-PIK BK 1 GR 3	$8.95
College Readiness Standards QUIK-PIK BK 2 GR 3	$8.95
College Readiness Standards QUIK-PIK BK 3 GR 3	$8.95
College Readiness Standards QUIK-PIK BK 4 GR 3	$8.95
College Readiness Standards COMPREHENSIVE Strand REVIEW BK 1 GR 3	$5.95
College Readiness Standards COMPREHENSIVE Strand REVIEW BK 2 GR 3	$5.95
MATHEMATICAL MODELING BK 1 GR 3	$7.95
MATHEMATICAL MODELING BK 2 GR 3	$7.95
Winter Break Prep Booklet GR 3	$2.49
Spring Break Prep Booklet GR 3	$1.99
College Readiness Standards COMPREHENSIVE PRE/POST ASSESSMENT GR 4	$9.95
College Readiness Standards QUIK-PIK BK 1 GR 4	$8.95
College Readiness Standards QUIK-PIK BK 2 GR 4	$8.95
College Readiness Standards QUIK-PIK BK 3 GR 4	$8.95
College Readiness Standards QUIK-PIK BK 4 GR 4	$8.95
College Readiness Standards COMPREHENSIVE Strand REVIEW BK 1 GR 4	$5.95

College Readiness Standards COMPREHENSIVE Strand REVIEW BK 2 GR 4	$5.95
MATHEMATICAL MODELING BK 1 GR 4	$7.95
MATHEMATICAL MODELING BK 2 GR 4	$7.95
Winter Break Prep Booklet GR 4	$2.49
Spring Break Prep Booklet GR 4	$1.99
College Readiness Standards COMPREHENSIVE PRE/POST ASSESSMENT GR 5	$9.95
College Readiness Standards QUIK-PIK BK 1 GR 5	$8.95
College Readiness Standards QUIK-PIK BK 2 GR 5	$8.95
College Readiness Standards QUIK-PIK BK 3 GR 5	$8.95
College Readiness Standards QUIK-PIK BK 4 GR 5	$8.95
College Readiness Standards COMPREHENSIVE Strand REVIEW BK 1 GR 5	$5.95
College Readiness Standards COMPREHENSIVE Strand REVIEW BK 2 GR 5	$5.95
MATHEMATICAL MODELING BK 1 GR 5	$7.95
MATHEMATICAL MODELING BK 2 GR 5	$7.95
Winter Break Prep Booklet GR 5	$2.49
Spring Break Prep Booklet GR 5	$1.99
College Readiness Standards COMPREHENSIVE PRE/POST ASSESSMENT	$9.95
College Readiness Standards COMPREHENSIVE MIDTERM ASSESSMENT	$6.95
Algebra Basics	$9.95
Algebra QUIK-PIK BK 1	$9.95
Algebra QUIK-PIK BK 2	$9.95
Algebra Winter Break Prep Booklet	$2.49
Algebra Spring Break Prep Booklet	$1.99
PLACEMENT ASSESSMENT	$9.95
Fraction Basics	$9.95
Percent Basics	$9.95

4. **Cost and Payment**.

(a) Cost. The cost to SBBC for the commodities and/or services under this Second Amendment to Agreement shall be at the same rates and conditions described in section 2.02 of the Agreement for the term August 1, 2026 through July 31, 2027.

(b) Payment. Shall follow the same process as described in section 2.03 of the Agreement.

5. **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

a) this Second Amendment to Agreement; then
b) the First Amendment to Agreement; then
c) the Agreement.

6. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

7. **Authority**. Each person signing this Second Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to Agreement on the date of last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Sarah Leonardi, Chair

ATTEST:

Date _____

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

Nicole Vele GrayRobinson, P.A. as Cadre Counsel for
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

EDUCATIONAL DEVELOPMENT ASSOCIATES, INC. d/b/a ACALETICS

ATTEST:

By: Michael A. Bell
Signature

Corporate Secretary Signature
Print Name: _____

-or-

Witness Signature
Print Name: CURTIS F DARROS

Witness Signature
Print Name: JANICE CHASTEEN

Print Name: Michael A. Bell

Title: Vice President

Date: 4/15/2026

STATE OF Florida

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4/15/2026 (*date*) by Michael A. Bell (*name of officer or agent, title of officer or agent*) of Educational Development Associates, Inc. dba ACALETICS (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced Florida drivers license (*type of identification*) as identification and who ☑did/☐did not first take an oath this 15th day of April, 2026.

My Commission Expires: JUL. 9th, 2029

Notary Public Signature

(SEAL)

MAYKOL GONZALEZ
Notary Public - State of Florida
Commission # HH 696114
My Comm. Expires Jul 9, 2029
Bonded through National Notary Assn.

Maykol Gonzalez
Printed Name of Notary

HH 696114
Notary's Commission No.

Responses Overview

Active

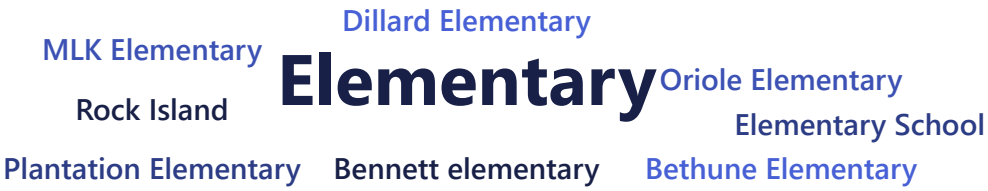
Responses	Average Time	Duration
56	01:53	91 Days

1. School Name

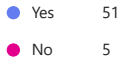
56
Responses

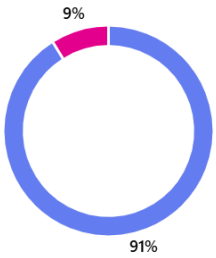
Latest Responses
"Oriole Elementary"
"Castle Hill Elementary"
"Castle Hill Elementary"
...

50 respondents (89%) answered Elementary for this question.

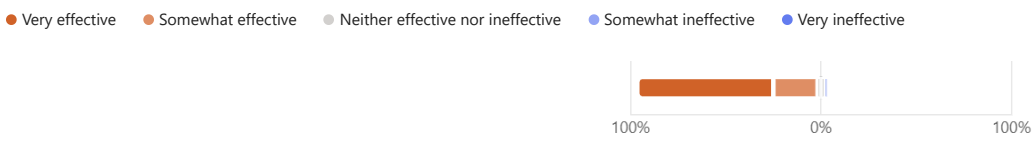


2. Would you like to continue using Acaletics as a supplementary resource for the 2026-2027 school year?





3. How effective do you believe Acaletics is at closing the achievement gap with your students?



Responses Overview

Active

Responses	Average Time	Duration
86	21:02	84 Days

1. School

86
Responses

Latest Responses
"Lauderhill Paul Turner ES"
"Stirling ES"
"Walker Elementary"
...

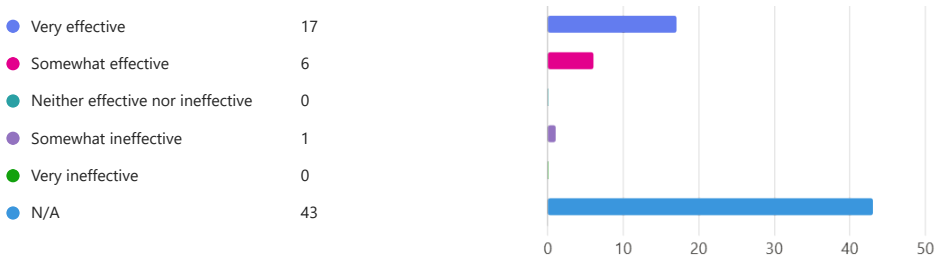
59 respondents (69%) answered Elementary for this question.

Larkdale Elementary
Discovery Elementary
Tradewinds Elementary
Fairway Elementary
Morrow Elementary
Liberty Elementary
Oriole Elementary
Elementary
Elementary School
Miramar Elementary
Walker Elementary
Pinewood Elementary
Broadview Elementary
Heights Elementary
Plantation Elementary
Cypress Elementary
Driftwood Elementary
Collins Elementary
McNab Elementary

2. Did you use Acaletics materials in the 25-26 school year?

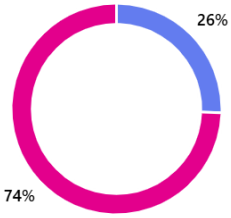


3. If you answered yes to question 2, how effective do you believe the materials were in increasing student achievement?



4. Do you plan on purchasing Acaletics materials for the 26-27 school year?





5. If you answered yes to question 4, approximately how much money do you plan on spending on these materials?

40
Responses

Latest Responses
"N/A"
"$2,000"
• • •

3 respondents (8%) answered Acaletics for this question.



Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-3.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

AGR24-346 – Supplemental Software (J&J Educational, Bootcamp, Inc.)

REQUESTED ACTION:

Approve the Second Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and J&J Educational Boot Camp, Inc., for a term that commences on August 1, 2026, and concludes on July 31, 2027, with no increase in budget authority. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Second Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Original Agreement
- First Amendment
- Second Amendment
- Teacher Survey
- Principal Survey

FINANCIAL IMPACT:

Additional budget authority is not being encumbered for this Agreement. Schools and departments can purchase these materials only if they have allocated funds to do so.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 3: Science Proficiency

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jul 14, 2026

Electronic Signature

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

Form $4189 Revised 7/24

HH/JJS

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

AGR24-346 – Supplemental Software (J&J Educational, Bootcamp, Inc.)

Board Meeting Date: July 28, 2026

Requested Action:
Approve the Second Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and J&J Educational Boot Camp, Inc., for a term that commences on August 1, 2026, and concludes on July 31, 2027, with no increase in budget authority.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• Schools can purchase J&J Educational Boot Camp as a supplemental resource for elementary science instruction. This approval will strengthen the District's Science Proficiency Initiative and support measurable improvements in science academic performance.
If the School Board votes "No"	• Schools will not have the opportunity to purchase J&J Educational Boot Camp as a supplemental resource for elementary science instruction. As a result, schools may search for and utilize other programs that are not District-approved.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 3: Science Proficiency
Measurable Outcome(s)/Return on Investment	• Sixty-four percent of students who used the J and J Bootcamp program were proficient on the Grade 5 Science Assessment in SY 2025-2026.

Background/History
The science resources provided by J&J Educational Boot Camp are designed as comprehensive, standards-aligned tools that help students build deep scientific understanding through interactive and engaging methods. These resources include a mix of print materials—such as student booklets, laboratory manuals, assessments, and daily practice drills—as well as digital components like interactive games, quizzes, and animated activities delivered through the Basecamp platform. The program emphasizes hands-on learning with lab experiments, visual aids, and kinesthetic activities that support different learning styles, while also reinforcing key concepts from the Next Generation Sunshine State Standards.

Additionally, tools like benchmark drills, vocabulary games, and full-length practice assessments help students strengthen critical thinking and test-taking skills, making the program both an instructional support system and an effective intervention for improving science achievement.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	Original Agreement: September 24, 2024, through July 31, 2025, with an option for two additional one-year extension periods; First Amendment: August 1, 2025, through July 31, 2026; Second Amendment: August 1, 2026, through July 31, 2027.
Multi-Year Agreement:	Yes, this is a three-year agreement with two one -year extension periods.
Procurement Method:	**Piggyback Agreement (Yes/No)**: No **Acquisition Method**: Pursuant to Purchasing Policy 3800, III (D), and Rule 6A-1.012(11)(b), Florida Administrative Code, competitive solicitations are not required for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency, or a recognized educational institution.

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. This Agreement provides the necessary procurement mechanism for schools to purchase these optional materials if they have the available budget,
2. The Original Agreement was approved with a $600,000 budget authority, of which $252,069 remains, which represents the maximum allowable expenditure under this Agreement from either school or District budgets.
3. Additional budget authority is not being encumbered for this Agreement. Schools and departments can purchase these materials only if they have allocated funds to do so.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
8/1/2026 – 7/31/2027	12 months	$252,069

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
FY27	11 months	Various Schools General and Grant Funds	$252,069	Y

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY28	1 month	Various Schools General and Grant Funds	$0

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Schools will be able to purchase and utilize J&J Educational Boot Camp materials for supplemental science instruction if they have allocated funds in their budget.
School Selection /Prioritization	School-based decision
Community/ Stakeholder Engagement	Not Applicable

End-User Input	Stakeholder engagement included:
	• Principal Survey
	  ○ 97% (49/51) of principals rated J&J Educational Boot Camp "somewhat effective" or "very effective".
	  ○ 52% (35/67) of principals plan to purchase J&J Educational Boot Camp materials for the 2026-2027 school year.
	• Teacher Survey
	  ○ 96% (54/56) of teachers rated J&J Educational Boot Camp "somewhat effective" or "very effective".
	  ○ 96% (57/59) of teachers would like to use J&J Educational Boot Camp materials for the 2026-2027 school year.

Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Agreement
Exhibit B: Financial Analysis Worksheet
Exhibit C: Teacher Survey
Exhibit D: Principal Survey

The following elementary schools indicated that they are interested in purchasing J & J Bootcamp materials for the 2026-2027 school year:

Castle Hill	Coconut Palm	Cooper City	Cypress	Deerfield Beach
Dillard	Fairway	Griffin	Heron Heights	Hollywood Park
James S. Hunt	Lake Forest	Lakeside	Manatee Bay	Margate
Mary M. Bethune	McNab	Orange Brook	Oriole	Panther Run
Parkside	Park Trails	Pines Lakes	Pompano Beach	Ramblewood
Riverglades	Riverside	Rock Island	Sea Castle	Silver Lakes
Stirling	Tedder	Walker	Westwood Heights	Winston Park

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	May 26, 2026
Previous Bid # (Ex: 10-004R):	AGR24-346	**Buyer/PA:**	DAISY CHENTES-HERNANDEZ
New Bid Award Total:		**Bid Title:**	J and J Bootcamp Educational Resources
Previous Award Total:	$600,000		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	9/24/2024	**New Bid Term (In Months):**	
Previous Bid Term (End Date):	7/31/2026	**# of Months Into Bid:**	20

SPEND REPORTING	
Purchase Order(s) Spend:	$347,931
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$347,931**
Average Monthly Expenditure:	$17,397
Unused Authorized Spending:	**$252,069**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
123666-J & J EDUCATIONAL BOOTCAMP	N/A		$ 347,931
	PO VENDOR SPEND:		**$ 347,931**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 347,931**

NOTES (Type Below):

Certification Types*
Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	Various School and Department budgets	**Name** (First & Last)	Melissa Holtz
Fund		**Title**	Director
Functional Area		**Department/School Name**	Elementary Learning
Commitment Item		**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**5/27/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Mauricio R. Stradiotti, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0501 • fax: 754-321-0936
mauricio.stradiotti@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

October 1, 2024

J & J Educational Bootcamp, Inc.
4634 North Hiatus Road
Sunrise, Florida 33351

RE: AGR24-346 - Supplemental Software (J&J Bootcamp)

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and J & J Educational Bootcamp, Inc. This is the result of the School Board's approval on September 24, 2024, for Item 3. Full details are outlined in the Agreement.

Sincerely,

Mauricio R. Stradiotti, Director
Procurement & Warehousing Services

MRS: bm
Attachment(s)

cc: Daisy Chentes, Purchasing Agent I
Melissa Holtz, Director, Elementary Learning
Annmarie Richards, Advocacy & Compliance Coordinator, Economic Development & Diversity Compliance

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-09-24	Special School Board Meeting
CATEGORY:	OO. Operations & Facilities
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	3.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **AGR24-346 - Supplemental Software (J&J Bootcamp)**

REQUESTED ACTION: **Approve the Agreement between The School Board of Broward County, Florida (SBBC), and J&J Bootcamp. District-wide.**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Agreement

FINANCIAL IMPACT:

$400,000. The source of funds is the Florida Department of Education Supplemental School Improvement Grant, school budgets, and District department budgets.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Science Proficiency **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Wanda F. Paul	Phone:	754-321-2611
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Wanda F. Paul, Chief Operations & Facilities Officer

Signature

Wanda F. Paul, Chief Operations & Facilities Officer

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: September 24, 2024

By: _____

School Board Chair

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida, 33301

and

J & J EDUCATIONAL BOOT CAMP, INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
4634 N Hiatus Road, Sunrise, Florida 33351

WHEREAS, VENDOR's Educational Basecamp eLearning Platform and classroom software resources by providing maintenance drills, drag and drop practice, whole class instructional tools, videos, and other visuals; and

WHEREAS, VENDOR's Science Bootcamp print resources, accompanied by its companion, the Ed Basecamp eLearning Platform, have been developed to enhance science learning experiences. The Ed Basecamp eLearning Platform offers an array of features including an automatic scoring/grading system, opportunities for additional practice, maintenance tools, video explanations, and engaging gameplay functionalities, designed to complement the Science Bootcamp classroom resources; and

WHEREAS, pursuant to the Department of Education, Rule 6A-1.012(11)(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and School Board Policy 3800, Section III, D, the requirement for requesting competitive solicitation for commodities or contractual services from three or more sources is hereby waived for SBBC's purchase of educational services any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, and computer software.

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

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 **Term of Agreement.** The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on July 31, 2025, unless terminated earlier pursuant to section 3.05 of this Agreement. The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional one (1) year periods, in the form of a written amendment to this Agreement that is executed by both parties.

2.02 **Scope of Services**.

(a) VENDOR shall provide the following products and services to the schools listed in **Attachment A** with user access to the ED Basecamp Platform for the length of this Agreement. The resources provided will include both the print and digital resources listed below:

1. PRINTED MATERIAL RESOURCES

25 - Science Bootcamp Speed Bag® Student Booklets
The Speed Bag® student booklet includes passages and SSA practice questions that may be used as a classroom activity, assessment, or integration to science during art class. The practice booklet also provides graphic organizers, writing, and vocabulary activities. All of these aspects of the Speed Bag help students retain the content and review them afterward.

1 - Science Bootcamp Speed Bag® Teacher's Edition
The Speed Bag® Teachers Edition includes a drawing game which allows students to create 20-second illustrations representing the science concepts indicated on the Sunshine State Standards for science. These drawings help students build a frame of reference that can later be used on the Statewide Science Assessment.

25 - Science Bootcamp Assessments with Answer Key
The Science Bootcamp Assessments include three full-length multiple-choice assessments with the rigor of the state assessment. The assessments are designed to identify student weaknesses within a benchmark so that teachers can react accordingly.

25 - Science Bootcamp Daily Practice Booklets with Answer Key
These Science Bootcamp Daily Practice booklets ensure that students maintain previously learned skills. This booklet includes four multiple-choice review questions per day. The teacher will have the ability to select the group of four questions from previously taught benchmarks.

1 - Science Bootcamp Scienceables®
Scienceables® is a reproducible booklet that includes foldable instructions and a template for each benchmark. This sorting activity may be used as an assessment or a template to record notes and review for quizzes related to the benchmark.

1 - Science Bootcamp Laboratory Booklet
These booklets are reproducible and include 32 fun, hands-on lab experiments and student labs aligned to Next Generation Sunshine State Standards using easy-to-acquire materials. These weekly, hands-on experiments will increase student knowledge of the Nature of Science Cluster.

2. DIGITAL ED BASECAMP RESOURCES
25 - Student ED Basecamp Licenses
1 - Teacher ED Basecamp License
Digital lessons, science reviews, games, assessments, and reporting features. Data is stored and backed-up each week during the school year and will be purged on June 30th of each year.

3. VIRTUAL TRAINING
A pre-recorded virtual training session on the usage of the ED Basecamp Platform and the usage of lessons within is provided upon accessing the site.

2.03 **Cost of Services**

(a) The costs for VENDOR's products/services are set forth in the following price lists for such products/services: Option One for district-wide purchases, and Option Two for individual school purchases.

OPTION 1: District-wide Purchasing

Grade-Level Products	*Print Package*	*Consumable Package*	*Product Training*
Grade 3 and Grade 4 *Discount: 9% on orders of 25 or more classroom packages.* *NOTE: discounts do not apply to training.* *Shipping Discount: 5% on orders over $15,000.*	**Science Classroom Package** 25 – Science Speed Bag® Student Booklets 1 – Science Speed Bag® Teacher's Edition 1 - Scienceables® Booklet 1 - Teacher Resource Package **Digital ED Basecamp Resources** 25 - Student ED Basecamp Licenses 1 - Teacher ED Basecamp License Digital lessons, science reviews, games, assessments, and reporting features. *$870 each (includes both the Science Classroom Package and the Digital ED Basecamp Resources specified above)*	**Science Consumable Package** 25 - Speed Bag Student Booklets Student Booklets w/Answer key **Digital ED Basecamp Resources** 25 - Student ED Basecamp Resources 1 - Teacher ED Basecamp Resource Digital lessons, home learning, assessments, and reporting features. *$775 each (includes both the Science Consumable Package and the Digital ED Basecamp Resources specified above)*	**Product Training - Full-Day Live Training Session** 6 Hour Live Training for Teachers (75-100 persons) *$25 per teacher* **Product Training - Full-Day Live Training Session** 6 Hour Live Training for Administrators and Coaches (20-person minimum) *$100 per administrator*

Grade 5 *Discount: 9% on orders of 25 or more classroom packages.* *NOTE: discounts do not apply to training.* *Shipping Discount: 5% on orders over $15,000.*	**Science Classroom Package** 25 – Science Speed Bag® Student Booklets 25 - Science Assessments (A, B, & C) w/Answer Key 25 - Science Daily Practice Drill Student Booklets w/Answer Key 1 – Science Speed Bag® Teacher's Edition 1 - Scienceables® Booklet 1 - Teacher Resource Package **Digital ED Basecamp Resources** 25 - Student ED Basecamp Licenses 1 - Teacher ED Basecamp License Digital lessons, science reviews, games, assessments, and reporting features. *$1,400 each (includes both the Science Classroom Package and the Digital ED Basecamp Resources noted above)*	**Consumable Package** Science Consumable Package 25 - Speed Bag Student Booklets 25 - Science Assessments (A, B, & C) w/Answer Key 25 - Science Daily Practice Drill Student Booklets w/Answer key **Digital ED Basecamp Resources** 25 - Student ED Basecamp Resources 1 - Teacher ED Basecamp Resource Digital lessons, home learning, assessments, and reporting features. *$999 each (includes both the Science Consumable Package and the Digital ED Basecamp Resources noted above)*	**Product Training - Full-Day Live Training Session** 6 Hour Live Training for Teachers (75-100 persons) *$25 per teacher* **Product Training - Full-Day Live Training Session** 6 Hour Live Training for Administrators and Coaches (20-person minimum) *$100 per administrator*

OPTION 2: Individual School Purchases

Grade-Level Products	*Print Package*	*Consumable Package*	*Product Training*
Grade 3 and Grade 4 *Shipping Discount: 5% on orders over $15,000.*	**Science Classroom Package** 25 – Science Speed Bag® Student Booklets 1 – Science Speed Bag® Teacher's Edition 1 - Scienceables® Booklet **Digital ED Basecamp Resources** 25 - Student ED Basecamp Licenses 1 - Teacher ED Basecamp License Digital lessons, science reviews, games, assessments, and reporting features. *$870 each ((includes both the Science Classroom Package and the Digital ED Basecamp Resources noted above)*	**Science Consumable Package** 25 - Speed Bag Student Booklets Student Booklets w/Answer key **Digital ED Basecamp Resources** 25 - Student ED Basecamp Resources 1 - Teacher ED Basecamp Resource Digital lessons, home learning, assessments, and reporting features. *$775 each (includes both the Science Consumable Package and the Digital ED Basecamp Resources noted above)*	**Product Training - Full-Day Live Training Session** 6 Hour Live Training for Teachers (75-100 persons) *$25 per teacher* **Product Training - Full-Day Live Training Session** 6 Hour Live Training for Administrators and Coaches (20-person minimum) *$100 per administrator*
Grade 5 *Shipping Discount: 5% on orders over $15,000.*	**Science Classroom Package** 25 - Speed Bag Student Booklets 25 - Science Assessments (A, B, & C) w/Answer Key	**Consumable Package with ED Basecamp - Grade 5** Science Consumable Package	**Product Training - Full-Day Live Training Session** 6 Hour Live Training for Teachers (75-100 persons) *$25 per teacher*

	25 - Science Daily Practice Drill Student Booklets w/Answer Key 1 - Speed Bag Teacher's Edition 1 - Scienceables® Booklet 1 - Teacher Resource Package **ED Basecamp Resources** 25 - Student ED Basecamp Licenses 1 - Teacher ED Basecamp License Digital lessons, science reviews, games, assessments, and reporting features. *$1,400 each ((includes both the Science Classroom Package and the Digital ED Basecamp Resources noted above)*	25 - Speed Bag Student Booklets 25 - Science Assessments (A, B, & C) w/Answer Key 25 - Science Daily Practice Drill Student Booklets w/Answer key **ED Basecamp Resources** 25 - Student ED Basecamp Resources 1 - Teacher ED Basecamp Resource Digital lessons, home learning, assessments, and reporting features. *$999 each ((includes both the Consumable Package with ED Basecamp-Grade 5 and the ED Basecamp Resources noted above)*	**Product Training - Full-Day Live Training Session** 6 Hour Live Training for Administrators and Coaches (20-person minimum) *$100 per administrator*

(b) For the products/services described in Section 2.02, SBBC district departments or district schools may opt to purchase any of these items utilizing the prices listed therein. The maximum not-to-exceed amount for purchases of items described in Section 2.02 is, Four Hundred Thousand Dollars and 00/100 Cents ($400,000.00).

(c) Except as otherwise specified herein, VENDOR acknowledges that this Agreement does not award or guarantee it to receive any specific additional volume of product or service requisitions, or specific additional amounts of revenue.

(d) SBBC will provide VENDOR with a valid purchase order by United States first class mail or commercial overnight document delivery service, and/or by electronic means, using the following contact information (delivery via email is preferred by VENDOR, and would result in faster response and processing):

J & J Educational Bootcamp
4634 N Hiatus Road
Sunrise, Florida 33351
Email: jandj@educationalbootcamp.com

(e) VENDOR shall seek total payment from the respective district department or district school that created the valid requisition.

(f) The respective district departments or district schools shall pay all proper and appropriate VENDOR invoices within thirty (30) calendar days after receipt of the same invoice.

(g) VENDOR shall submit all invoices to the following address:

The School Board of Broward County, Florida
Accounting and Financial Reporting Department
Attn: Accounts Payable
600 S.E. 3rd Avenue, 7th Floor
Fort Lauderdale, Florida 33301

2.05 **SBBC Disclosure of Education Records.**

(a) SBBC staff will provide VENDOR with the education records listed in this section for the following purpose: For students to use and access VENDOR'S ED Basecamp eLearning Platform and Science Bootcamp print resources.

(b) SBBC will provide VENDOR with the following education records via SBBC's Integration System:

1) Student First Name and Last Name
2) Student School
3) Student Email address

(c) In addition to the education records being disclosed by SBBC staff in Section 2.04(b), VENDOR will also have access to work and information input by students in VENDOR's online platform, including student scores for lessons and assessments. VENDOR shall comply with the Children's Online Privacy Protection Act of 1998 (COPPA), 15 U.S.C. 6501-6505, and its corresponding Children's Online Privacy Protection Rule, 16 CFR Part 312. In instances where students under the age of thirteen (13) years enter personally identifiable work and information into VENDOR's online platform, or when VENDOR engages in passive tracking of children's personal information, SBBC shall obtain written verifiable consent from each student's parent/guardian as required by COPPA.

(d) VENDOR is considered a "school official" with a legitimate educational interest to receive the types of information from SBBC student education records for the purposes listed above. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or student age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

(e) The requirements of this section supersede any uses and disclosures of education records, or the like as listed in VENDOR's privacy policies.

2.06 **VENDOR Safeguarding Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical, and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall, otherwise be in full be in compliance with Section 1006.1494, Florida Statutes;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including its Privacy Officer and Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) purge education records from any media once the media is no longer in use or is to be disposed.

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.07 **SBBC Disclosure of Employee Records.**

(a) SBBC staff will provide VENDOR with the employee records in this section for the following purpose: to manage student learning activities and provide feedback in the Ed Basecamp science platform.

(b) SBBC will provide VENDOR with the following employee records, via the SBBC's Integration System:

1) First and last name
2) E-mail address
3) School name

c) The requirements of this section shall supersede any uses and disclosures of employee records as listed in VENDOR's privacy policies.

2.08 **VENDOR's Safeguarding the Confidentiality of Employee Records**

Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

(a) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records,

(b) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law,

(c) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement,

(d) protect employee records through administrative, physical, and technological safeguards to ensure adequate controls are in place to protect the employee's records and information,

(e) notify SBBC immediately upon discovery of a breach of confidentiality of employee records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes,

(f) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, and

(g) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law. This section shall survive the termination of all performance or obligations under this Agreement.

2.09 **Auditing of Data Protection Controls.**

(a) VENDOR or any of VENDOR's subcontractors with access to SBBC data shall provide an attestation stating the VENDOR and/or VENDOR's subcontractors with access to SBBC data have undergone a third-party audit and the security controls being used are in compliance with acceptable security standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by VENDOR or by any of VENDOR's subcontractors with access to SBBC data under this Agreement.

(b) At a minimum, the audit shall show what controls are used to:
   1) protect SBBC against unauthorized access, unauthorized disclosure, and damage;
   2) reduce the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data;
   3) ensure SBBC student and/or staff personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR'S objectives while also ensuring the data is protected from unauthorized use or disclosure; and
   4) monitor compliance with established security controls.

(c) Additionally, the VENDOR and/or the VENDOR's subcontractors with access to SBBC data shall, at minimum, annually complete a third-party assessment of their security controls showing compliance with acceptable security standards and maintain compliance during the agreement. VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC

2.09 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and

maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR'S applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement to verify the accuracy of invoices provided to SBBC. Such an audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice not to exceed two (2) weeks of any intended audit, inspection, examination, evaluation, and reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR' s claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.10 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief Academic Officer The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To VENDOR:	J & J Educational Bootcamp, Inc. 4634 N Hiatus Road Sunrise, FL 33351
With a Copy to:	J & J Educational Bootcamp, Inc. ATTN: Jackie Arauz (Accounting) 4636 N Hiatus Road, Sunrise, Florida 33

2.11 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers, and employees from any liability in the form of physical or mental injury, death, or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC-issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.12 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall 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 the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.13 **Liability.** This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.14 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than one million dollars ($1,000,000) per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and Limits of not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(c) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(d) Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit VENDOR sufficient time to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(e) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(f) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(g) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.15 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.16 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed

on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is one million dollars ($1,000,000) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.17 **Annual Appropriation.** SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.18 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.19 **Proprietary Information.**

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant

and will not name SBBC as a party to the action but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.20 **Affidavit Regarding the Use of Coercion for Labor and Services.** Pursuant to Section 787.06(13), Florida Statutes, all nongovernmental entities executing, renewing, or extending a contract with The School Board of Broward County, Florida must provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury stating that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject a nongovernmental entity to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if a nongovernmental entity is found to have submitted a false affidavit.

ARTICLE 3 - GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default.** The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination.** This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this

document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure.** Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of

existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the Effective Date.

FOR VENDOR:

(Corporate Seal)

J and J EDCATIONAL BOOTCAMP, INC

ATTEST:

By: Sabrina Morgan
Signature

Signature

Print Name of Official Company Registered Secretary

-or-

Print Name

Cindi McDonald

Chief Executive Officer
Title

Witness

Date: September 13, 2024

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13TH Sept 2024 (*date*) by Sabrina Morgan (*name of officer or agent, title of officer or agent*) of J+J Educational Bootcamps President (*name of corporation acknowledging*), a J+J Educational Bootcamp (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced Florida D.L. (*type of identification*) as identification and who ☒did/☐did not first take an oath this 13TH day of September, 2024.

My Commission Expires:

HBerman
Signature – Notary Public

Heidi Berman
Print Name of Notary

(SEAL)

Notary's Commission No.

HEIDI JACQUELINE BERMAN
Notary Public - State of Florida
Commission # HH 184888
My Comm. Expires Oct 11, 2025
Bonded through National Notary Assn.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Lori Alhadeff
Lori Alhadeff, Chair

Date: 9-24-24

ATTEST:

Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Maya Moore

Digitally signed by Maya Moore
Reason: J&J Bootcamp Agreement
Date: 2024.09.16 09:40:15 -04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

Attachment A

School
Broward Estates
Castle Hill
Colbert
Dillard
Dr. MLK
Endeavor Primary
Larkdale
Markham
North Fork
Oakridge
Oriole
Park Ridge
Rock Island
Royal Palm
Sunland Park Academy
Tedder
Thurgood Marshall
Village
Walker
Westwood Heights

Established 1915
BROWARD
County Public Schools

Procurement & Logistic Operations
Jennifer Andreu, Executive Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0774
jennifer.andreu@browardschools.com

The School Board of Broward County, Florida

Debra Hixon, Chair
Sarah Leonardi, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Dr. Jeff Holness
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

August 6, 2025

J &J Educational Bootcamp, Inc.
4634 N Hiatus Road
Sunrise, Florida 33351

RE: AGR24-346 - Supplemental Software (J&J Bootcamp)

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and J &J Educational Bootcamp, Inc. This is the result of the School Board's approval on July 29, 2025, for Item 15. Full details are outlined in the Agreement.

Sincerely,

Jennifer D. Andreu, Executive Director
Procurement & Logistic Operations

JDA: bm
Attachment(s)

cc: Daisy Chentes, Purchasing Agent I
Melissa Holtz, Director, Elementary Learning
Annmarie Richards, Advocacy & Compliance Coordinator, Economic Development & Diversity Compliance

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2025-07-29	Special School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	15.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

AGR24-346 - Supplemental Software (J&J Educational Bootcamp, Inc.) ADDED

REQUESTED ACTION:

Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and J &J Bootcamp Educational, Inc. (J&J Bootcamp) for a term that commences on August 1, 2025, and concludes on July 31, 2026, and the additional spending authority request of $200,000. District-wide.

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The First Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- First Amendment

FINANCIAL IMPACT:

$200,000. The new total award amount will be $600,000. Funds will come from each schools independent budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Science Proficiency **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Wanda F. Paul	Phone:	754-321-2659
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Wanda F. Paul, Chief Operations Officer

Signature

Wanda F. Paul, Chief Operations Officer Jul 22, 2025

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: July 29, 2025

By: Debra Hixon

School Board Chair

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

J & J EDUCATIONAL BOOTCAMP, INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
4634 N Hiatus Road, Sunrise, Florida 33351

A. **WHEREAS**, SBBC and VENDOR entered into an Agreement that commenced on September 24, 2024, and was to expire on July 31, 2025 (hereafter "Agreement").

B. **WHEREAS**, VENDOR's ED Basecamp software-based platform and classroom resources provide maintenance drills, drag, and drop practice, whole class instructional tools, videos, and other visuals.

C. **WHEREAS**, VENDOR's Science Bootcamp print resources accompany the ED Basecamp software-based platform to enhance science learning experiences. The ED Basecamp software-based platform offers an array of features including an automatic scoring/grading system, opportunities for additional practice, maintenance tools, video explanations, and engaging gameplay functionalities, and is designed to complement the Science Bootcamp classroom resources.

D. **WHEREAS**, the parties mutually desire to extend the term of the Agreement an additional year and amend certain provisions through this First Amendment to Agreement.

E. **WHEREAS**, pursuant to SBBC Policy 3800, III (D) and (E), as authorized by Florida Administrative Code Rule 6A-1.012 11(b) and 14, the requirement of requesting competitive solicitations from three or more sources is waived for the purchase of educational services and any type of copyrighted materials including, without limitation, computer software, and for information technology.

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

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement**. Pursuant to Section 2.01 of the Agreement, the term of the Agreement is hereby extended from August 1, 2025 ("Effective Date") through July 31, 2026, unless terminated earlier pursuant to Section 3.05 of the Agreement.

3. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

I. **The following provisions replace the respective provisions in sections 2.02, 2.03, 2.06, 2.08, and 2.09 in the Agreement, by interlineation, as follows:**

2.02 **Scope of Services.**

(a) VENDOR shall provide the following products and services to the schools listed in **Attachment A** with user access to the ED Basecamp platform for the length of this Agreement. The resources provided will include both the print and digital resources listed below:

1) PRINTED MATERIAL RESOURCES

25 - Science Bootcamp Speed Bag® Student Booklets: The Speed Bag® student booklet includes passages and SSA practice questions that may be used as a classroom activity, assessment, or integration to science during art class. The practice booklet also provides graphic organizers, writing, and vocabulary activities. All of these aspects of the Speed Bag help students retain the content and review them afterward.

1 - Science Bootcamp Speed Bag® Teacher's Edition: The Speed Bag® Teachers Edition includes a drawing game which allows students to create 20-second illustrations representing the science concepts indicated on the Sunshine State Standards for science. These drawings help students build a frame of reference that can later be used on the Statewide Science Assessment.

25 - Science Bootcamp Assessments with Answer Key:

The Science Bootcamp Assessments include three full-length multiple-choice assessments with the rigor of the state assessment. The assessments are designed to identify student weaknesses within a benchmark so that teachers can react accordingly.

25 - Science Bootcamp Daily Practice Booklets with Answer Key:
These Science Bootcamp Daily Practice booklets ensure that students maintain previously learned skills. This booklet includes four multiple-choice review questions per day. The teacher will have the ability to select the group of four questions from previously taught benchmarks.

1 - Science Bootcamp Scienceables®:
Scienceables® is a reproducible booklet that includes foldable instructions and a template for each benchmark. This sorting activity may be used as an assessment or a template to record notes and review for quizzes related to the benchmark.

1 -Science Bootcamp Laboratory Booklet:
These booklets are reproducible and include 32 fun, hands-on lab experiments and student labs aligned to Next Generation Sunshine State Standards using easy-to- acquire materials. These weekly, hands-on experiments will increase student knowledge of the Nature of Science Cluster.

2) DIGITAL ED BASECAMP RESOURCES
25 - Student ED Basecamp Licenses
1 - Teacher ED Basecamp License
Digital lessons, science reviews, games, assessments, and reporting features. Data is stored and backed-up each week during the school year and will be purged on June 30th of each year.

3) VIRTUAL TRAINING
A pre-recorded virtual training session on the usage of the ED Basecamp Platform and the usage of lessons within is provided upon accessing the site.

2.03 **Cost of Services.**

(a) The costs for VENDOR's products/services are set forth as follows:

Individual School Purchases – Grade 5 only

Print Package	Consumable Package	Product Training
Science Classroom Package – Grade 5 25 - Speed Bag Student Booklets 25 - Science Assessments (A, B, & C) w/Answer Key 25 - Science Daily Practice Drill Student Booklets w/Answer Key 1 - Speed Bag Teacher's Edition 1 - Scienceables® Booklet 1 - Teacher Resource Package **ED Basecamp Resources** 25 - Student ED Basecamp Licenses 1 - Teacher ED Basecamp License Digital lessons, science-reviews, games, assessments, and reporting features. *$1,400 each (includes both the Science Classroom Package and the Digital ED Basecamp Resources noted above)*	**Consumable Package with ED Basecamp - Grade 5** Science Consumable Package 25 - Speed Bag Student Booklets 25 - Science Assessments (A, B, &C) w/ Answer Key 25 - Science Daily Practice Drill Student Booklets w/Answer key **ED Basecamp Resources** 25 - Student ED Basecamp Resources 1 - Teacher ED Basecamp Resource Digital lessons, home learning, assessments, and reporting features. *$999 each (includes both the Consumable Package with ED Basecamp-Grade 5 and the ED Basecamp Resources noted above)*	**Product Training - Full-Day Live Training Session** 6 Hour Live Training for Teachers (75-100 persons) *$25 per teacher* **Product Training - Full- Day Live Training Session** 6 Hour Live Training for Administrators and Coaches (20-person minimum) *$100 per administrator*

(b) For the products/services described in Section 2.02, SBBC district departments or district schools may opt to purchase any of these items utilizing the prices listed in Section 2.03. The cumulative total maximum not-to-exceed amount for purchases of the products/services is One Hundred Thousand Dollars and 00/100 Cents ($100,000.00). There is a 5% shipping discount for any individual or combined order of print or consumable packages over $15,000.

2.06 **VENDOR Safeguarding the Confidentiality of Education Records.**

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

4) notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

2) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

3) notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

4) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

5) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

6) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

7) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records;

8) purge education records from any media once the media is no longer in use or is to be disposed; and

9) return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

(c) Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

(d) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.08 **VENDOR Safeguarding the Confidentiality of Employee Records.**

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

2) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;

3) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

4) notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

2) notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

3) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

4) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

(c) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.09 **Assessment of Data Protection Controls.**

(a) VENDOR or any of VENDOR's subcontractors with access to SBBC data shall provide an attestation stating VENDOR and/or VENDOR's subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by VENDOR or any of VENDOR's subcontractors with access to SBBC data under this Agreement.

(b) At a minimum, the assessment shall show what controls are used to:

1) protect SBBC against unauthorized access, unauthorized disclosure, and damage;
2) reduce the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data;
3) ensure SBBC student and/or staff personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR's objectives while also ensuring the data is protected from unauthorized use or disclosure; and
4) monitor compliance with established cybersecurity controls.

(c) VENDOR and/or VENDOR's subcontractors with access to SBBC data under this agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

II. **The following provision is added to the Agreement as Section 2.04, by interlineation, as follows:**

2.04 **Payment.**

(a) Any district school or department may elect to purchase the products listed in section 2.02 by contacting the VENDOR. The requesting school

shall request a quote from VENDOR (with the same quote utilizing the costs listed within section 2.03 of this Agreement), that shall be used to create a valid requisition. The district department or district school creating the valid requisition for selected Services will be responsible for all costs related to said requisition.

(b) SBBC will provide VENDOR with a valid purchase order via United States First Class mail or commercial overnight document delivery service, and/or by electronic means, using VENDOR's contact information designated in section 2.15 (if delivery via email is preferred by VENDOR, and would result in faster response and processing, VENDOR shall specify the appropriate email address for submission of the purchase order in its quote).

(c) VENDOR shall seek all payment from the respective district department or district school that created the valid requisition.

(d) The respective district departments or district schools shall pay all proper and appropriate VENDOR invoices within thirty (30) calendar days after receipt of the same invoice.

(e) VENDOR shall submit all invoices to the following address:

The School Board of Broward County, Florida
Accounting and Financial Reporting Department
Attn: Accounts Payable
600 S.E. 3rd Avenue, 7th Floor
Fort Lauderdale, Florida 33301
frdaphelp@browardschools.com

4. **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

a) the First Amendment to Agreement; then
b) the Agreement.

5. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

6. **Authority**. Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement on the date of last signature below.

(Corporate Seal)

FOR SBBC:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By Debra Hixon

Debra Hixon, Chair

Date 7-29-25

ATTEST:

Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

Maya Moore

Digitally signed by Maya Moore
Reason: J&J Bootcamp First Amendment
Date: 2025.07.22 14:22:41 -04'00'

Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR VENDOR:

(Corporate Seal)

ATTEST:

Lee Homer Morgan
, Secretary

-or-

Witness

Witness

J & J EDUCATIONAL BOOTCAMP, INC.

By Sabrie Morgan
Signature

Printed Name: Sabrina Morgan

Title: Chief Executive Officer

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22nd day of July, 2025 (*date*) by Sabrina Morgan (*name of officer or agent, title of officer or agent*) of J & J Educational Bootcamp, Inc (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (*type of identification*) as identification and who did/did not first take an oath this 22nd day of July, 2025.

My Commission Expires:
August 12, 2026

Cheryl Baker
Signature – Notary Public

Cheryl Baker
Printed Name of Notary

(SEAL)

CHERYL BAKER
MY COMMISSION # HH 297181
EXPIRES: August 12, 2026

HH 297181
Notary's Commission No.

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

J & J EDUCATIONAL BOOTCAMP, INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
4634 N Hiatus Road, Sunrise, Florida 33351

A. **WHEREAS**, SBBC and VENDOR entered into an Agreement that commenced on September 24, 2024, and was to expire on July 31, 2025 (hereafter "Agreement").

B. **WHEREAS**, VENDOR's ED Basecamp software-based platform and classroom resources provide maintenance drills, drag, and drop practice, whole class instructional tools, videos, and other visuals.

C. **WHEREAS,** VENDOR's Science Bootcamp print resources accompany the ED Basecamp software-based platform to enhance science learning experiences. The ED Basecamp software-based platform offers an array of features including an automatic scoring/grading system, opportunities for additional practice, maintenance tools, video explanations, and engaging gameplay functionalities, and is designed to complement the Science Bootcamp classroom resources.

D. **WHEREAS**, the Agreement permits two (2) additional one (1) year extension periods;

E. **WHEREAS**, on July 29, 2025, the parties entered into the First Amendment to Agreement wherein the parties exercised the first of the two (2) options to extend the term of the Agreement for a period of one (1) year from July 29, 2025 through July 31, 2026, and amend certain provisions; and

F. **WHEREAS**, the parties wish to exercise the second of the two (2) options to extend the term of the Agreement for a period of one (1) year from August 1, 2026 through July

31, 2027 and amend certain provisions through this Second Amendment to Agreement.

G. **WHEREAS**, pursuant to SBBC Policy 3800, III (D) and (E), as authorized by Florida Administrative Code Rule 6A-1.012 11(b) and 14, the requirement of requesting competitive solicitations from three or more sources is waived for the purchase of educational services and any type of copyrighted materials including, without limitation, computer software, and for information technology.

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

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement**. Pursuant to Section 2.01 of the Agreement, the term of the Agreement is hereby extended from August 1, 2026 ("Effective Date") through July 31, 2027, unless terminated earlier pursuant to Section 3.05 of the Agreement.

3. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

I. The following provision replaces the respective provision in sections 2.03 (b) in the First Amendment to the Agreement, by interlineation, as follows:

2.03(b) For the products/services described in Section 2.02, SBBC district departments or district schools may opt to purchase any of these items utilizing the prices listed in Section 2.03. The cumulative total maximum not-to-exceed amount for purchases of the products/services is Two Hundred Fifty Thousand Dollars and 00/100, ($250,000.00). There is a 5% shipping discount for any individual or combined order of print or consumable packages over $15,000.

4. **Cost of Services**: The cost to SBBC for the services and deliverables satisfactorily rendered by VENDOR under this Second Amendment to Agreement shall be at the same rates and conditions described in section 2.03 in the First Amendment to the Agreement for the 2025/2026 school year.

5. **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

a) this Second Amendment to Agreement; then
b) the First Amendment to Agreement; then
c) the Agreement.

6. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

7. **Authority**. Each person signing this Second Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to Agreement on the date of last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Sarah Leonardi, Chair

ATTEST:

Date _____

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

Nicole Vele GrayRobinson, P.A. as Cadre Counsel for
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR VENDOR:

(Corporate Seal)

ATTEST:

_____, Secretary

-or-

_____
Witness

_____
Witness

J & J EDUCATIONAL BOOTCAMP, INC.

By _____ Sabrina Yvette Morgan
Signature

Printed Name: Sabrina Morgan

Title: Chief Executive Officer, President

STATE OF Texas

COUNTY OF Harris

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 05/06/2026 (*date*) by Sabrina Morgan (*name of officer or agent, title of officer or agent*) of CEO, President (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or has produced DRIVER LICENSE . (*type of identification*) as identification and who did/did not first take an oath this 6th day of May, 2026.

My Commission Expires: 09/14/2029

_____
Notary Public Signature

Shae Gamble
Printed Name of Notary

13333024-2
Notary's Commission No.

(SEAL)

NOTARY PUBLIC STATE OF TEXAS
Shae Gamble
ID NUMBER
13333024-2
COMMISSION EXPIRES
September 14, 2029

Electronically signed and notarized online using the Proof platform.

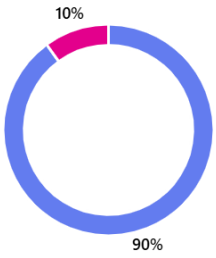
Responses Overview

Active

Responses	Average Time	Duration
60	23:30	44 Days

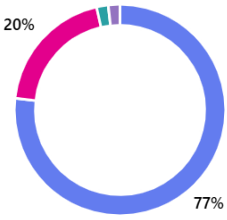
1. Did you use J&J Bootcamp materials during the 25-26 school year?

Yes	54
No	6



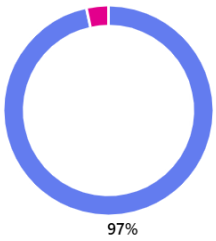
2. If you answered "yes" to question #1, how effective do you believe the materials were?

Very effective	43
Somewhat effective	11
Neither effective nor ineffective	1
Somewhat ineffective	1
Very ineffective	0



3. Would you like to use J&J Educational Bootcamp in your classroom during the 26-27 school year?

Yes	57
No	2



Responses Overview

Active

Responses	Average Time	Duration
69	54:13	103 Days

1. School

67
Responses

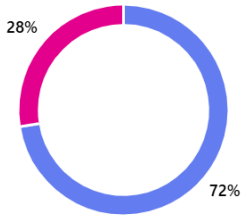
Latest Responses
"Riverglades"
"Pompano Beach Elementary"
"Pembroke Lakes Elementary"
...

55 respondents (82%) answered Elementary for this question.

Stirling Elementary
Dillard Elementary
McNab Elementary
Miramar Elementary
Oriole Elementary
Norcrest Elementary
Lakeside Elementary
Tradewinds Elementary
Elementary
Elementary School
Waters Elementary
Trail Elementary
Griffin Elementary
Cypress Elementary
Village Elementary
Heights Elementary
Fairway Elementary
Parkside Elementary
Riverside Elementary
Ramblewood Elementary

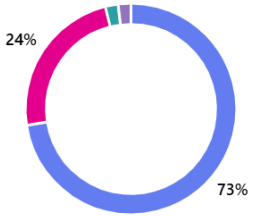
2. Did you use J and J Bootcamp materials in the 25-26 school year?

Yes	50
No	19



3. If you answered yes, how effective do you believe the materials were?

Very effective	37
Somewhat effective	12
Neither effective nor ineffective	1
Somewhat ineffective	1
Very ineffective	0



4. Do you plan on purchasing J and J Bootcamp materials for the 26-27 school year?





5. If you answered yes to question 4, approximately how much money do you plan on spending on these materials?

43
Responses

Latest Responses
"$1,500"
"$4,000"
...

4 respondents (9%) answered budget for this question.



Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-4.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

AGR25-021 - Dual Enrollment - Florida Atlantic University (FAU)

REQUESTED ACTION:

Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and The Florida Atlantic University of Florida Board of Trustees (FAU), for a term that commences on August 1, 2026, and concludes on July 31, 2028, with budget authority in the amount of $60,000. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The First Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Original Agreement
- First Amendment

FINANCIAL IMPACT:

$60,000. The Agreement will be funded through the Secondary Learning Dual Enrollment Budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 4: College & Career Readiness **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer May 26, 2026

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: June 9, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

AGR25-021 - Dual Enrollment - Florida Atlantic University (FAU)

Board Meeting Date: July 28, 2026

Requested Action:
Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and The Florida Atlantic University of Florida Board of Trustees (FAU), for a term that commences on August 1, 2026, and concludes on July 31, 2028, with budget authority in the amount of $60,000.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Supports Florida Statute 1007.21 – Dual Enrollment
If the School Board votes "Yes"	• SBBC students will be able to enroll in Dual Enrollment college courses at FAU, which are creditable toward a high school diploma and a vocational/technical certificate, or an associate or baccalaureate degree.
If the School Board votes "No"	• SBBC students will not be able to enroll in and take advantage of Dual Enrollment college courses at FAU.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 4: College and Career Readiness
Measurable Outcome(s)/Return on Investment	• Achievement in FAU Dual Enrollment courses provides significant college-credit savings for SBBC students. Each Dual Enrollment course has the potential to earn college-level credit, resulting in $200.08 per credit hour in savings at Florida in-state universities. • During the 2023–2024 School Year (SY), 39 Broward County Public School (BCPS) students enrolled in 68 FAU Dual Enrollment courses earned 203 undergraduate credit hours, resulting in a total tuition cost savings for students and parents of $40,616.24. • During the 2024–2025 SY, 27 BCPS students enrolled in 57 FAU Dual Enrollment courses earned 173 undergraduate credit hours, resulting in a total tuition cost savings for students and parents of $34,613.84.

	• These figures reflect the direct financial benefit of Dual Enrollment participation at Florida Atlantic University. Therefore, a two-year investment of $45,883.11 yields more than $ 75,200.00 in cost savings toward students' college tuition costs.

Background/History
This Agreement will allow students in grades 6-12 to take postsecondary coursework and simultaneously earn credit toward a High School Diploma, a Career Certificate, an Industry Certification, or an Associate or Baccalaureate Degree at a Florida public or eligible private postsecondary institution.
SBBC and FAU wish to offer accelerated mechanisms whereby eligible SBBC students are permitted to enroll in a postsecondary course creditable toward a high school diploma and a vocational/technical certificate, or an associate or baccalaureate degree.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	First Amendment: August 1, 2026, through July 31, 2028, with one, two-year renewal option.
Multi-Year Agreement:	Yes. There is a cost savings for operational efficiency achieved by this multi-year Agreement. A new bid will yield higher prices, based on the current market conditions.
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: : Pursuant to Purchasing Policy 3800, Section III part (D), and Rule 6A-1.012(11)(b), Florida Administrative Code, competitive solicitations are not required for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency, or a recognized educational institution.

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:
1. The Agreement will be funded through the Secondary Learning Dual Enrollment Budget.
2. Approval of this Agreement will result in a total financial impact to the District of $60,000.

New/Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
8/1/2026 - 7/31/2028	24 months	$60,000

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
FY27	11 months	Secondary Learning	$30,000	Y

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY28	12 months	Secondary Learning	$30,000
FY29	1 month	Secondary Learning	$0

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	SBBC students at all high schools will be able to enroll in Dual Enrollment courses at FAU.
School Selection /Prioritization	All SBBC students who meet eligibility requirements.
Community/ Stakeholder Engagement	Stakeholder engagement included: • Engage families and students early through structured parent nights, classroom presentations, and clear messaging on cost savings, college credit, and career pathways. • Align school staff and college partners by training counselors, standardizing processes, and collaborating closely with FAU for seamless access and support.

	• Remove barriers and track outcomes by expanding access for underrepresented students, offering application support, and monitoring participation, pass rates, and credits earned to drive continuous improvement.
End-User Input	Engagement included: • Collect feedback from students and parents through surveys and student-parent conferences to understand awareness, barriers, and satisfaction with FAU dual enrollment opportunities.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Original Agreement
Exhibit C: First Amendment

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	May 20, 2026
Previous Bid # (Ex: 10-004R):	AGR25-021	**Buyer/PA:**	DAISY CHENTES-HERNANDEZ
New Bid Award Total:	$120,000	**Bid Title:**	Dual Enrollment; Florida Atlantic University (FAU)
Previous Award Total:	$60,000		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	8/1/2024	**New Bid Term (In Months):**	24
Previous Bid Term (End Date):	7/31/2026	**# of Months Into Bid:**	21

SPEND REPORTING	
Purchase Order(s) Spend:	$43,392
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$43,392**
Average Monthly Expenditure:	$2,066
Unused Authorized Spending:	**$16,608**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
107205-FAU	N/A		$ 43,392
	PO VENDOR SPEND:		**$ 43,392**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 43,392**

NOTES (Type Below):

Certification Types*
Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	2605097770	**Name** (First & Last)	Guy Barmoha
Fund	1000	**Title**	Director
Functional Area	5103722060000000	**Department/School Name**	Secondary Learning
Commitment Item	53970000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**5/31/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2025-04-15	Regular School Board Meeting
CATEGORY:	OO. Operations & Facilities
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-12.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:
AGR25-021 - Dual Enrollment; Florida Atlantic University (FAU)
ADDED

REQUESTED ACTION:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Florida Atlantic University (FAU). District-wide.

RATIONALE:
For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.
The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

Executive Summary
Financial Analysis Worksheet
Agreement

FINANCIAL IMPACT:
$60,000 funded through July 31, 2026. Funding will come from the Secondary Learning operating budget.

STRATEGIC PLAN ALIGNMENT:
Student Focus Outcomes
College and Career Readiness/Acceleration **OR** **Business Operations**

BOARD ACTION:
(For Official School Board Records Only)
APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Wanda F. Paul	Phone:	754-321-2659
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title
Wanda F. Paul, Chief Operations & Facilities Officer

Signature
Wanda F. Paul, Chief Operations & Facilities Officer

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: April 15, 2025

By: Debra Hixon
School Board Chair

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereafter referred to as "SBBC")
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

THE FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES
(hereafter referred to as "FAU")
a member of the State University System of Florida,
whose principal place of business is
777 Glades Road, Boca Raton, Florida 33431

WHEREAS, FAU and SBBC are encouraged by Section 1007.22, Florida Statutes, to enter into inter-institutional agreements to maximize articulation; and

WHEREAS, accelerated mechanisms include programs whereby eligible SBBC district students are permitted to enroll in a postsecondary course creditable toward a high school diploma and a vocational/technical certificate, or an associate or baccalaureate degree; and

WHEREAS, FAU and SBBC offer courses which will enhance accelerated learning opportunities, including dual enrollment, for qualified SBBC district students; and

WHEREAS, FAU and SBBC wish to promote and explain eligibility criteria for participation in accelerated learning opportunities to students and parents, including dual enrollment pursuant to Section 1007.271, Florida Statutes, and explain the process by which students and parents can exercise their option to participate.

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

ARTICLE 1 – RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier, the term of this Agreement is effective on August 1, 2024, and concludes on July 31, 2026, and may, by mutual written agreement of both parties, be renewable for one (1) additional two (2) year period.

2.02 **Joint Responsibilities**. SBBC and FAU shall maintain responsibility for implementing this Agreement and shall review this Agreement and performance of parties hereunder each year to ensure that it continues to serve their mutual interests. FAU and SBBC may provide personally identifiable student records to each other in the performance of this agreement. Such records are provided pursuant to Sections 1002.22, 1002.221, and 1002.225 Florida Statutes, and 20 U.S.C. 1232g. Each party further agrees to comply with Sections 1002.22, 1002.221, and 1002.225, Florida Statutes, and 20 U.S.C. 1232g, including but not limited to provisions related to confidentiality, access, consent, length of retention and security of student records. SBBC is permitted to disclose education records to FAU without written consent, so long as the disclosure is to facilitate the student's enrollment in the FAU program. To disclose information from education records to FAU for any other purpose (except as allowable by federal and state law), SBBC shall obtain and maintain written consent of the parent or student age 18 or over.

2.03 **Required Insurance Coverages**. Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes, that each party is self-insured for general liability under state law with coverage limits of $200,000 per person and $300,000 per occurrence, or such monetary wavier limits that may change and be set forth by the legislature.

2.04 **Existing Articulation Agreements**. Nothing in this Agreement shall negate or supersede any articulation agreements between the parties relating to a specific SBBC school site or program.

ARTICLE 3 – ARTICULATION COMMITTEE

3.01 SBBC and FAU agree to utilize the Articulation Committee (Committee) to monitor the activities established by this Agreement, to recommend enhancements and other changes, and to generally promote articulation. Committee members and/or designees shall be as follows:

Members from SBBC:
Chief Academic Officer
High School Principal Executive Chair
Director of School Counseling and BRACE
Director of Secondary Learning

Members from FAU:
High School Dual Enrollment Coordinator
Executive Director of Undergraduate Admissions
University Registrar
Provost
Assistant Provost, Accreditation and Assessment
Dean of Undergraduate Studies

3.02 The Committee will meet in September and February and other times as needed and mutually agreed upon. All parties agree to abide by any applicable regulatory changes regarding college credit dual enrollment passed during the relevant fiscal year.

ARTICLE 4 - INFORMATION FOR STUDENTS AND PARENTS

4.01 SBBC will provide students and families with informational documents describing the educational benefits and eligibility requirements for the various program acceleration options as required by Section 1007.271(8), Florida Statutes.

4.02 Each high school curriculum guide will describe acceleration options.

4.03 On an annual basis, SBBC will notify the parents of rising 9th graders regarding the importance of rigorous coursework such as Advanced Placement and Dual Enrollment courses.

ARTICLE 5 -APPROVED COURSES

5.01 **Approved Courses**. All courses which meet the terms and conditions of courses that are offered by the FAU catalog shall be eligible for dual enrollment, except as set forth on FAU dual-enrollment website at http://www.fau.edu/registrar/dual-enrollment/#Course. Courses eligible for dual enrollment must be a minimum of three college credits; courses with two or more college credits with a 1.0 or more credit lab are acceptable. If there are co-requisite courses required by FAU, the courses must be taken simultaneously. A delineation of high school credits earned for completion of each dual enrollment course is available at www.FLVC.org under "Degrees and Careers; Accelerated Credit Options; Dual Enrollment and Early Admissions Credit." SBBC dual enrollment students will be limited, and must be approved by SBBC, to register for special programs offered at FAU during the summer semesters.

The foregoing courses and special programs are subject to resource availability including staffing, credentialing, and other constraints, as determined by FAU in its sole yet reasonable discretion. Additionally, FAU does not make any guarantees as to availability or that any specific course or program will be offered every semester.

ARTICLE 6 – STUDENT ELIGIBILITY, ADMISSIONS & REGISTRATION

6.01 FAU Dual Enrollment registration policies and procedures may be found at FAU's dual enrollment website: http://www.fau.edu/registrar/dual-enrollment/. FAU will provide assistance to the designated high school guidance staff to accomplish application and registration requirements; however, it is the responsibility of the student and the high school guidance counselor to complete the required sections of the forms and select eligible courses that are aligned to core subject areas. As educational planning is strongly encouraged, students who bring incomplete dual enrollment applications and/or forms to the FAU Registrar's Office will not be permitted to register for dual enrollment. Additionally, all forms and applications must be submitted by the published deadline each semester. A home education dual enrollment student must be registered with SBBC.

6.02 Students participating in dual enrollment options must meet the following minimum entrance eligibility requirements: (1) enrolled in a course of study which will fulfill requirements for high school graduation; (2) earned four high school credits with at least a 3.0 cumulative un-weighted high school GPA, two of which must be an English Language Arts course and a mathematics course; (3) must earn the minimum standardized college placement scores for college-level courses in all three placement subject areas (Reading, Math, and English), and satisfy the college preparatory testing requirements of Section 1008.30, Florida Statutes, and Rule 6A-

10.0315, Florida Administrative Code; and (4) any additional criteria determined by FAU in its sole discretion and in compliance with state laws and rules.

6.03 Common placement test score (PERT, Accuplacer, SAT, ACT, CLT) requirements are as follows:

Test	Reading/Verbal	Writing/English	Mathematics/Algebra
A.C.T.	19	17	19
Next-Generation Accuplacer (Since August 2022)	256	253	261
P.E.R.T.	106	103	114

Test	Reading/Verbal and Writing	Mathematics
S.A.T.	490	480
C.L.T.	38	16

6.04 SBBC students must be enrolled in any grades 6 through 12 to be eligible for dual enrollment and meet the minimum scores for college readiness as determined by Rule 6A-10.0315, Florida Administrative Code. All prerequisite testing must be completed prior to enrollment. The student or parent/guardian is responsible for all testing fees. High school seniors are not eligible for dual enrollment during the summer term at the end of their senior year. Home Education students must submit a Legal Compliance and Eligibility Form on the FAU website: https://www.fau.edu/registrar/dual-enrollment/ for each term they enroll, validated by the SBBC Home Education Office, at the time of registration.

6.05 Other required documents needed in order to complete the Dual Enrollment admissions process include: (i) test score reports for approved standardized assessments such as ACT, SAT, CLT or the PERT or all sections of a recognized college placement test; and (ii) an official copy of the transcript will be provided by the high school for purpose of GPA verification.

6.06 Eligible students are subject to credit limits prescribed by law, the State Board of Education, the Florida Board of Governors, or any other applicable policy or legal authority. After earning 60 dual enrollment credits or the student turns 19 (whichever occurs first), the student may not be admitted to FAU as a dual enrollment student unless otherwise provided by law.

6.07 All Dual Enrollment students are responsible for officially withdrawing from classes they are no longer attending. Students must receive high school permission to withdraw from a dual enrollment course. The Registrar's office must receive an official withdrawal from a Dual Enrollment course(s) by the deadline published by FAU. Students who do not officially withdraw from a class may receive a failing grade, which becomes a part of their permanent transcript records and could have a negative effect on future college admissions, scholarship opportunities, and/or financial aid.

ARTICLE 7- ADDITIONAL STUDENT ELIGIBILITY REQUIREMENTS

7.01 If the student is projected to graduate from high school before the scheduled completion date of a postsecondary course, the student may not register for that course through dual enrollment/Early Admissions program. However, the student may apply to FAU and pay the required registration, tuition, and fees if the student meets FAU's admissions requirements.

7.02 Regardless of meeting student eligibility requirements for continued enrollment, a student may lose the opportunity to participate in a dual enrollment course if the student is disruptive to the learning process such that the progress of other students or the efficient administration of the course is hindered. Students should adhere to the FAU Student Code of Conduct: https://www.fau.edu/dean/studentconduct/.

7.03 FAU shall enter into a home education articulation agreement with each home school education student seeking enrollment in a dual enrollment course and the student's parent.

7.04 Early Admission shall be a form of dual enrollment through which eligible secondary students enroll in a postsecondary institution on a full-time basis (12 minimum to 18 maximum credit hours) in courses that are creditable toward the high school diploma and associate and/or baccalaureate degree. Students must maintain full-time enrollment (12 credit hours) in order to continue their Early Admission status. Students seeking enrollment under Early Admission status must meet all eligibility requirements for dual enrollment listed within this document and meet FAU Early Admission requirements, including a Freshman Early Admissions Profile, 3.8 high school grade point average and an SAT (all three sections) of 1800, SAT (both two sections) of 1290, a CLT of 91, or an ACT of 27. Unlike dual enrolled students, early admission students may enroll in one or two credit hour courses if required by FAU. Early admission students are allowed to continue in the program as long as their most current FAU term GPA is a minimum of 2.0. In this case, a "D" or "F" grade may be repeated for grade forgiveness with permission from the high school principal/dual enrollment designee. FAU only considers applicants for Early Admissions starting in the Fall term of the senior year. For early admission, students must maintain a 2.0 term grade point average in college level work (18-credit option students must meet GPA/letter grade requirements of their selected graduation option).

7.05 Students enrolled in postsecondary instruction not creditable toward a high school diploma (continuing education and avocational courses) shall not be considered dual enrollment students. Students who choose to enroll in such courses must meet all standard admission requirements for the courses and shall be required to assume the cost of tuition, fees and instructional materials necessary for such courses.

7.06 Special dual enrollment credit programs may have admissions requirements that differ from those stated in this Agreement. Additional eligibility criteria may apply.

7.07 Students in grades 6-9 must have earned four (4) high school credits with at least a 3.5 unweighted GPA, two of which must be an English Language Arts course and a mathematics course per SBBC requirements. All other dual enrollment requirements must also be met.

ARTICLE 8 – UNIVERSITY COURSE EXPECTATIONS

Both FAU and SBBC will collaborate in notifying the students of the options to participate in Dual Enrollment, and will inform students and parents or guardians of university course level expectations, including, but not limited to the following:

8.01 Dual enrollment courses must meet university curricular expectations and are at the same depth and rigor of non-dual enrollment university instruction, including those dual enrollment courses offered on the high school campus. While appropriate for college-level study,

course materials and class discussions may reflect topics not typically included in secondary courses which some parents may find objectionable for minors. Courses will not be modified to accommodate variations in student age and/or maturity.

8.02 Students must maintain a 3.0 cumulative grade point average in other high school academic work and must earn a grade of "C" or better in each college level course in order to continue in the program. Semester hours for dual enrollment will be limited to eight (8) semester hours in each full fall term and spring term, and not to exceed a total of four (4) semester hours in the summer term, regardless of the number of institutions attended. Students may be counted as full-time equivalent students for instruction provided outside the required number of school days if such instruction counts as credit toward a high school diploma. All courses must be at least three (3) credits and be taken for a letter grade, not Pass/Fail or Satisfactory/Unsatisfactory. Dual enrollment students who receive a "C-" or lower will not be allowed to continue in the program; however, all grades are calculated in a student's GPA and will appear on their high school and college transcripts. Students earning a low grade or "W" in a dual enrollment course may find difficulty in meeting future college admissions requirements and the qualifications for financial aid/scholarships, including the Florida Bright Futures Scholarship.

8.03 Dual enrollment students are required to abide by the same guidelines outlined in FAU's Student Handbook: http://www.fau.edu/student/handbook/ which contains the academic calendar, code of conduct, students' rights and responsibilities, grading and evaluation process, academic dishonesty, disciplinary procedures, as well as accommodations provided for students with disabilities. No exceptions to these guidelines will be made for dual enrollment students. It is the students' responsibility to attend all classes in which they are enrolled.

8.04 Students may not register for directed independent study courses, study abroad courses, graduate level course or courses for which prerequisites have not been met. Students may only register for four College of Business courses – ECO 2013 Macroeconomic Principles, ECO 2023 Microeconomic Principles, ISM 2000 Information Systems Fundamentals, and GEB 2011 Introduction to Business. All courses must be at least three (3) credits and be taken for a letter grade, not Pass/Fail or Satisfactory/Unsatisfactory.

ARTICLE 9 – EXCEPTIONS

9.01 There are no grade point average exceptions for FAU dual enrollment.

9.02 There are no exceptions to the professional rules, guidelines, and expectations stated in the faculty handbook for FAU. All faculty members must meet or exceed the academic and professional preparation requirements for teaching at FAU. For SACS-COC accreditation purposes, postsecondary transcripts of all full-time or adjunct faculty teaching dual enrollment and early admissions courses must be on file with FAU, regardless of who actually employs them or pays their salary. It is the responsibility of the faculty to request official faculty credentials and transcripts be sent to FAU (Human Resources). All dual enrollment instructors meet or exceed the minimum qualifications established by SACS-COC. FAU department chairs will observe and monitor all dual enrollment instructors who are employees of SBBC. All such teachers shall be credentialed through FAU's new credentialing process.

9.03 There are no exceptions to the FAU student handbook rules, guidelines, and expectations, including without limitation the FAU Student Code of Conduct.

ARTICLE 10 - SCHOOL DISTRICT RESPONSIBILITIES REGARDING STUDENT ELIGIBILITY & PERFORMANCE MONITORING

10.01 Principals and guidance counselors are responsible for determining student eligibility and monitoring student performance and enrollment status to avoid pitfalls that may prevent students from completing high school graduation requirements.

10.02 SBBC shall annually assess the demand for dual enrollment and provide that information to FAU by December 1st pursuant to Section 1007.271, Florida Statutes.

10.03 Home education dual enrollment students may participate in the dual enrollment program for two consecutive years of academic instruction or until the end of the term in which the student reaches the age of 19. After the two consecutive years are completed or the student turns 19 (whichever occurs first), the home education student may not be admitted as a dual enrollment student unless otherwise provided by law. An SBBC District Home School official will only sign recommendation forms for home education students who have not earned more than 60 total dual enrollment credits regardless of the institution where the credits were taken.

10.04 In the event that a dual-enrolled high school student wants to request accommodations for a disability (based on an Individualized Educational Plan or a 504 Plan), SBBC shall provide the student with copies of the documentation verifying the disability and facilitate contact with the Student Accessibility Services office at FAU. The student will meet with OSD staff so documentation can be reviewed and reasonable accommodations arranged.

10.05 Enrollment and registration holds may be placed on the student's account to prohibit schedule changes outside of the drop/add period. SBBC will not reimburse FAU for classes students drop during the FAU-prescribed drop/add period. If a class is dropped after the drop/add period, standard tuition rates will be assessed to SBBC. A student, with permission from his/her assigned high school, who withdraws from the Dual Enrollment Program, must return to their high school for class assignment by the principal/designee.

ARTICLE 11- TRANSMISSION OF STUDENT GRADES

11.01 SBBC and FAU must weigh dual enrollment courses the same as Advanced Placement, International Baccalaureate, and Advanced International Certificate of Education courses when honor grade point averages (HPA) are calculated. Alternative grade calculation or weighting systems that discriminate against dual enrollment courses are prohibited. Grades may be accessed by students through FAU's online record system. In addition, a transcript of grades is sent to each high school dual enrollment principal/designee at the end of each semester.

ARTICLE 12 - COSTS

12.01 SBBC shall pay the standard tuition rate per credit hour (currently $105.07), including costs for instructional materials to FAU or their designated bookstore agent, from funds provided in the Florida Education Finance Program for providing instruction when such instruction takes place on FAU's campuses/centers, including online courses, during the fall or spring term to cover instructional and support costs incurred by FAU. SBBC shall pay the cost of FAU student identification cards and transportation access fees for dual enrollment students taking courses at

FAU campuses/centers. Subject to annual appropriation in the General Appropriations Act, FAU shall receive an amount of funding equivalent to the standard tuition rate per credit hour for each dual enrollment course taken by a student during the summer term.

12.02 When dual enrollment is provided on the high school site by FAU faculty, SBBC shall reimburse the costs associated with the proportion of salary and benefits incurred by FAU to provide the instruction.

12.03 When dual enrollment is provided on the high school site by SBBC faculty, SBBC will pay for the cost of instructors and is not responsible for payment to FAU.

12.04 It is the responsibility of the Home Education student to purchase any instructional materials required for FAU Dual Enrollment course(s).

12.05 Students are responsible for their own transportation.

12.06 Students are responsible to FAU for all library fines.

ARTICLE 13 – GENERAL CONDITIONS

13.01 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue - 13th Floor Fort Lauderdale, Florida 33301
With a copy to:	Chief Academic Officer The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To FAU:	Provost Florida Atlantic University Office of the Provost, ADM Boca Raton, Florida 33431
With a copy to:	Florida Atlantic University Office of the Registrar Student Services Boca Raton, Florida 33431
and a copy to:	Florida Atlantic University Office of the General Counsel ADM 370

13.02 **Background Screening**. Dual enrollment students attending courses at FAU are deemed to be post-secondary students under the Florida Department of Education's interpretation of the Jessica Lunsford Act. FAU agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes. Under this Agreement, FAU personnel will not be present on SBBC school grounds nor require direct contact with SBBC school students beyond the scope of its post-secondary curriculum delivered at an FAU classroom facility. If FAU assigns FAU professors and/or credentialed adjuncts to teach FAU dual enrollment courses at SBBC school grounds, FAU will conduct additional background checks, as appropriate.

13.03 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

13.04 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

13.05 **Independent Contractor**. The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to the other party's retirement, leave benefits or any other benefits of the other party's employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. Each party shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for its respective employees performing services under this Agreement, as applicable.

13.06 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

13.07 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days' written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall

be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof.

13.08 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

13.09 **SBBC Disclosure of Education Records.**

(a)SBBC shall provide FAU with the education records listed in this section for the purpose of SBBC District School students to meet qualifications for enrollment, and for SBBC and FAU to provide ongoing academic advisement in dual enrollment course options and progression in dual enrollment courses at FAU.

(b) SBBC staff shall provide FAU with the following education records via secure e-mail:

1) Student's First and Last Name
2) High School Transcript,
3) Unweighted High School Grade Point Average (GPA), and
4) either PSAT, SAT, ACT, Advanced Placement (AP) or Postsecondary Education Readiness Test (PERT) test scores.

(c) In addition to the education records being disclosed by SBBC staff in the section, FAU will also have access to work and information input by students in FAU's online platform, including, coursework, students' responses to assessments, student questions to instructors, FAU shall comply with the Children's Online Privacy Protection Act of 1998 (COPPA), 15 U.S.C. 6501-6505, and its corresponding Children's Online Privacy Protection Rule, 16 CFR Part 312. In instances where students under the age of thirteen (13) years enter personally identifiable work and information into FAU's online platform, or when FAU engages in passive tracking of children's personal information, SBBC shall obtain written verifiable consent

from each student's parent/guardian as required by COPPA.

(d) SBBC and FAU may provide personally identifiable education records to each other in the performance of this Agreement without prior written consent of the parent or student age 18 years or over. Such records are provided pursuant to Sections 1002.22, 1002.221, and 1002.225, Florida Statutes and the Family Educational Rights and Privacy Act, 20 u.s.c. 1232g.

(e) The requirements of this section supersede any uses and disclosures of education records or the like as listed in FAU's privacy policies if any.

13.10 **FAU Safeguarding the Confidentiality of Education Records**.

(a) Notwithstanding any provision to the contrary within this Agreement, FAU shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall, otherwise be in full be in compliance with Section 1006.1494, Florida Statutes;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely

manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) FAU shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

13.11 **Data Protection Controls**.

(a) FAU will maintain an information security program for the purpose of continually assessing and improving the security of data and systems at FAU. This information security program must address the following areas:

1) Providing appropriate cybersecurity training and re-training of employees
2) Undertaking regular risk assessment activities such as Risk Assessments, Control Audits, or Penetration tests in order to assess and improve aspects of system and data security at FAU
3) Defining information security roles and responsibilities
4) Developing, reviewing, and updating appropriate policies around the protection of FAU assets and data

5) Maintaining an appropriate incident response plan including defining team roles and responsibilities and appropriate playbooks for potential significant security incidents.
6) Ensuring that appropriate controls are developed and deployed to comply with applicable laws or regulations governing data or information system security.
7) Ensuring that any contracts for third-party access or storage of FAU data are properly assessed for appropriate security controls to limit potential exposure, and that appropriate data handling compliance is addressed (e.g. FERPA, HIPAA, FIPA, etc. as appropriate).

(b) FAU shall provide an attestation stating the FAU has undergone a third-party risk assessment activity such as a Risk Assessment, Controls Audit, or Penetration Test within the past 12 months or is currently engaged in such risk assessment activity. Risk assessment activities will be part of an overall information security program and used to evaluate and improve data handling and security processes at FAU. FAU will evaluate findings or recommendations and implement recommendations or mitigations as feasible and appropriate.

(c) This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by FAU or by any of FAU's subcontractors with access to SBBC data under this Agreement.

(d) At a minimum, Risk Assessment activities will:

1) Be scoped to evaluate one or more areas of data handling or data security operations at FAU
2) Be performed on an annual basis
3) Be used to improve the security posture of FAU through the implementation of recommendations, mitigations, or corrective actions where feasible to reduce the risk of compromise, availability or integrity of sensitive information or FAU technology devices.

13.12 **Indemnification**. Each party agrees to be fully responsible for its acts of negligence or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Such damage shall be limited to the monetary limits listed in Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

13.13 **Inspection of FAU's Records by SBBC**. FAU shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All FAU's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by FAU or any of FAU's payees pursuant to this Agreement. FAU's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify

direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. FAU's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) FAU's Records Defined. For the purposes of this Agreement, the term "FAU's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to FAU's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to FAU pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide FAU reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to FAU's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by FAU to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any FAU's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If the audit discloses billings or charges to which FAU is not contractually entitled, FAU shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspector General Audits. FAU shall comply and cooperate immediately with any reasonable inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials with jurisdiction.

13.14 **Compliance with Laws**. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

13.15 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or exclusively to the jurisdiction of the Southern District of Florida.

13.16 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

13.17 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

13.18 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

13.19 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

13.20 **Assignment**. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party.

13.21 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

13.22 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

13.23 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and

signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

13.24 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

13.25 **Survival**. All representations and warranties made herein, regarding obligations to reimburse or pay SBBC or FAU, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

13.26 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

13.27 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.28 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

13.29 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

13.30 **Termination**. This Agreement may be terminated with or without cause by either party during the term hereof upon thirty (30) days' written notice to the other party of its desire to terminate this Agreement. Such termination shall not affect the rights and duties of the parties under this Agreement with respect to the Dual Enrollment students enrolled in the then current FAU academic semester.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the Effective Date.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA:

(Corporate Seal)

ATTEST:

Dr. Howard Hepburn
Superintendent of Schools

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Debra Hixon
Debra Hixon, Chair

Date: 04-15-2025

Approved as to Form and Legal Content:

Maya Moore

Digitally signed by Maya Moore
Reason: FAU Dual Enrollment Agreement
Date: 2025.03.21 11:34:37 -04'00'

Office of the General Counsel

FOR VENDOR:

(Corporate Seal)

ATTEST:

_____, Secretary

-or-

_____
Witness

_____
Witness

FLORIDA ATLANTIC UNIVERSITY
BOARD OF TRUSTEES

By Russell Ivy
Signature

Printed Name: Russell Ivy

Title: Interim Provost

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st March (*date*) by Russell Ivy (*name of officer or agent, title of officer or agent*) of Florida Atlantic University (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced _____ (*type of identification*) as identification and who ☐did/☒did not first take an oath this 21st day of March, 2025.

My Commission Expires: 5/9/2027

(SEAL)

SUZANNE JULIA PRESCOTT
Notary Public - State of Florida
Commission # HH 396145
My Comm. Expires May 9, 2027
Bonded through National Notary Assn.

Suzanne Julia Prescott
Signature – Notary Public

Suzanne Julia Prescott
Printed Name of Notary

HH 396145
Notary's Commission No.

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

THE FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES
(hereinafter referred to as "FAU")
a member of the State University System of Florida,
whose principal place of business is
777 Glades Road, Boca Raton, Florida 33431

A. **WHEREAS**, SBBC and FAU entered into an Agreement that commenced on April 15, 2025, and was to expire on July 31, 2026 (hereafter "Agreement"),and

B. **WHEREAS**, the parties desire to extend the term of the Dual Enrollment Agreement to extend the term for an additional two-year period.

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

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement**. Pursuant to Section 2.01 of the Agreement, the term of the Agreement is hereby extended from August 1, 2026 ("Effective Date") through July 31, 2028, unless terminated earlier pursuant to Section 13.07 of the Agreement.

3. **Amended Provisions**. The parties hereby agree to the following amended provision to the Agreement:

I. **The following provision replace the respective provision in section 13.10 in the Agreement, by interlineation, as follows:**

13.10 **FAU Safeguarding the Confidentiality of Education Records.**

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, FAU shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

4) notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, FAU shall:

1) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

2) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

3) notify the SBBC IT Information Security and Assurance Director immediately upon discovery of an electronic breach of confidentiality of education

records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

4) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

5) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

6) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

7) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records;

8) purge education records from any media once the media is no longer in use or is to be disposed; and

9) return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

(c) Liability. FAU shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an

officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

(d) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

4. **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

a) the First Amendment to Agreement; then
b) the Agreement.

5. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

6. **Authority**. Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement on the date of last signature below.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Sarah Leonardi, Chair

ATTEST:

Date _____

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

FOR FAU:

(Corporate Seal)

ATTEST:

_____
, Secretary

-or-

_____
Witness

_____
Witness

THE FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES. LLC.

By _____
Signature

Printed Name: Ken Dawson-Scully

Title: Provost and Executive Vice President.

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this June 3rd, 2026 (*date*) by Ken Dawson-Scully (*name of officer or agent, title of officer or agent*) of Florida Atlantic University (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (*type of identification*) as identification and who did/did not first take an oath this 3rd day of June, 2026.

My Commission Expires: 5-9-2027

(SEAL)

SUZANNE JULIA PRESCOTT
Notary Public - State of Florida
Commission # HH 396145
My Comm. Expires May 9, 2027
Bonded through National Notary Assn.

_____
Signature – Notary Public

Suzanne Julia Prescott
Printed Name of Notary

396145
Notary's Commission No.

260602faufirstamendmentrpvrl

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-5.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

AGR25-029 - Supplemental Software (Scholastic, Inc.)

REQUESTED ACTION:

Approve the Second Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Scholastic, Inc., for a term that commences on August 1, 2026, and concludes on July 31, 2027, with no increase in budget authority. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Second Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Original Agreement
- First Amendment
- Second Amendment
- Teacher Survey
- Principal Survey

FINANCIAL IMPACT:

Additional budget authority is not being encumbered for this Agreement. Schools and departments can purchase these materials only if they have allocated funds to do so.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 1: Early Literacy Proficiency

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jul 14, 2026

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

AGR25-029 -Supplemental Software (Scholastic, Inc.)

Board Meeting Date: July 28, 2026

Requested Action:
Approve the Second Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Scholastic, Inc., for a term that commences on August 1, 2026, and concludes on July 31, 2027, with no increase in budget authority.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• All SBBC elementary schools will have access to purchase the supplemental instructional materials (Scholastic F.I.R.S.T., Literacy Pro, and WORD) to support English Language Arts (ELA) instruction.
If the School Board votes "No"	• All SBBC elementary schools will not have access to purchase supplemental instructional materials (Scholastic F.I.R.S.T., Literacy Pro, and WORD) to support ELA instruction. As a result, schools may search for and utilize other programs that are not District approved.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 1: Early Literacy Proficiency
Measurable Outcome(s)/Return on Investment	• FAST Data from schools that used Scholastic supplemental programs:

Grade Level	PM1	PM2	PM3	PM1-PM3 Growth Scholastic
03	186.2	193.61	203.68	+17.48
04	201.24	208.59	216.93	+15.69
05	213.82	220.23	226.32	+12.5

Background/History
Scholastic Literacy Pro, F.I.R.S.T., and WORD will supplement core instruction aligned to Benchmarks for Excellent Student Teaching (B.E.S.T.) Standards and follow an explicit, systematic yet personalized approach to instruction in phonological awareness, phonics, language, vocabulary, listening comprehension, including read-alouds/think-alouds.
The program helps students build reading, writing, and critical thinking skills through multisensory methods, vocabulary games, and practice assessments. It serves as both instructional support and an effective intervention for boosting science achievement.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	Original Agreement: August 21, 2024, through July 31, 2025; First Amendment: August 1, 2025, through July 31, 2026; Second Amendment: August 1, 2026, through July 31, 2027.
Multi-Year Agreement:	Yes, this is a one-year agreement with two one-year renewal periods totaling $1,829,883. This multi-year contract provides the District with pricing continuity and protection against market fluctuations.
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Pursuant to Purchasing Policy 3800, III (D), and Rule 6A-1.012(11)(b), Florida Administrative Code, competitive solicitations are not required for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency, or a recognized educational institution.

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. This Agreement provides the necessary procurement mechanism for schools to purchase these optional materials if they have the available budget,
2. The Original Agreement was approved with a $1,829,883 budget authority, of which $646,554 remains, which represents the maximum allowable expenditure under this Agreement from either school or District budgets.
3. Additional budget authority is not being encumbered for this Agreement. Schools and departments can purchase these materials only if they have allocated funds to do so.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
8/1/2026 – 7/31/2027	12 months	$646,554

Budget Authority Request(s)

This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
FY27	11 months	Various School and Department General and Grant Funds	$646,554	Y

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY28	1 month	Various School and Department General and Grant Funds	$0

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Elementary schools will be able to purchase and utilize Scholastic programs for supplemental ELA instruction if school funds are available.
School Selection /Prioritization	School-based decision.
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Stakeholder engagement included: • Teacher Survey o 85% of the teachers who utilized Scholastic programs for the 2025-26 school year indicated an interest in using the program for the 2026-2027 school year. o Of those teachers, 80% found the program either highly effective or effective in closing the achievement gap.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Original Agreement
Exhibit C: First Amendment
Exhibit D: Second Amendment
Exhibit E: Teacher Survey
Exhibit F: Principal Survey

Schools interested in purchasing Scholastic supplemental resources for the 2026-2027 school year:

Beachside Montessori	Castle Hill	Davie	Flamingo	Hollywood Park
Lake Forest	Lauderhill Paul Turner	Mary M. Bethune	Nova Blanche Forman	Nova Eisenhower
Pasadena Lakes	Plantation Park	Quiet Waters	Watkins	

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	May 28, 2026
Previous Bid # (Ex: 10-004R):	AGR25-029	**Buyer/PA:**	DAISY CHENTES-HERNANDEZ
New Bid Award Total:	$1,829,883	**Bid Title:**	SUPPLEMENTAL SOFTWARE (SCHOLASTIC, INC.)
Previous Award Total:	$1,829,883		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	8/21/2024	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	7/31/2026	**# of Months Into Bid:**	21

SPEND REPORTING	
Purchase Order(s) Spend:	$1,185,324
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$1,185,324**
Average Monthly Expenditure:	$56,444
Unused Authorized Spending:	**$644,559**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
109134-SCHOLASTIC INC	N/A		$ 1,179,802
127231-SCHOLASTIC INC	N/A		$ 5,522
	PO VENDOR SPEND:		**$ 1,185,324**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 1,185,324**

NOTES (Type Below): Adequate budget is in place to fund FY27 and FY28 requirements.

Certification Types*

Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	Various School and Department Budgets	**Name** (First & Last)	Melissa Holtz
Fund		**Title**	Director
Functional Area		**Department/School Name**	Elementary Learning
Commitment Item		**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**5/31/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Mauricio R. Stradiotti, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0501 • fax: 754-321-0936
mauricio.stradiotti@browardschools.com

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

August 28, 2024

Scholastic Inc.
557 Broadway
New York NY 10012
Attn: Andrew S. Hedden
Executive Vice President and General Counsel

RE: AGR25-029 - Supplemental Software (Scholastic, Inc.)

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and Scholastic Inc. This is the result of the School Board's approval on August 21, 2024, for Item OO-3. Full details are outlined in the Agreement.

Sincerely,

Mauricio R. Stradiotti, Director
Procurement & Warehousing Services

MRS: bm
Attachment(s)

cc: Cynthia Gomez, Purchasing Agent I
Guy Barmoha, Director, Secondary Learning 6-12
Annmarie Richards, Advocacy & Compliance Coordinator, Economic Development & Diversity Compliance

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-08-21	Regular School Board Meeting
CATEGORY:	OO. Operations & Facilities
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-3.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

AGR25-029 - Supplemental Software (Scholastic, Inc.)

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Scholastic, Inc. for $1,529,883. District-wide.

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

Executive Summary
Financial Analysis Worksheet
Agreement

FINANCIAL IMPACT:

$1,529,739. Funding will come from the Supplemental School Improvement Grant and Title 1 funds.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Early Literacy Proficiency

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Wanda F. Paul	Phone:	754-321-2611
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Wanda F. Paul, Chief Operations & Facilities Officer

Signature

Wanda F. Paul, Chief Operations & Facilities Officer

Electronic Signature
Form S4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: August 21, 2024

By: Lori Alhadeff
School Board Chair

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SCHOLASTIC INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
557 Broadway, New York, NY 10012

WHEREAS, VENDOR's software is designed to supplement, support, and accelerate early literacy instruction and engage students. It is compatible on any device, operating system, or web browser to easily integrate into the existing technology landscape; and

WHEREAS, VENDOR's software would allow teachers to present content by synchronizing with student devices, engaging students by integrating rich multimedia within activities, and assessing students in real-time through formative assessments; and

WHEREAS, VENDOR is willing to provide such software to SBBC; and

WHEREAS, Rule 6A-1.012, 11(b) and 14, Florida Administrative Code and School Board Policy 3800, Section III, E, the requirement for competitive solicitation is waived for the purchase of educational services, including without limitation, any type of copyrighted materials, instructional materials, and computer software and for information technology.

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

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to section 3.05 of this Agreement, the term of this Agreement commences on the date of last execution below, and concludes on July 31, 2025, and may, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties be renewed for two (2) additional one (1) year periods.

2.02 **Description of Goods and Services**.

(a) Licenses. VENDOR shall provide SBBC with school site licenses as specified in section 2.03 below, to access its W.O.R.D. ("Words Open Reading Doors") (Grades 3-5), Scholastic Literacy Pro (Grades Pre-K-5), and Scholastic F.I.R.S.T. ("Foundations in Reading, Sounds and Text") (Grades Pre-K-3) online programs for all district teachers and district students in Grades Pre-K–5.

(b) Training. VENDOR shall provide SBBC with 20 days (6 hours per day) of product training (on dates reasonably requested by SBBC, subject to availability), for district teachers and district leadership administrators, regarding the licensed online materials.

(c) Integration and Maintenance. VENDOR shall provide integration with SBBC's integration platform and maintenance, including:

1) Secure integration with single sign-on technology;
2) Onboarding via virtual call;
3) Unlimited assistance from technical specialists for integration and rostering;
4) Ongoing integration and technical support throughout the term of the Agreement via customer services at (800) 724-2222 or email at digitalservice@scholastic.com.

(d) The parties understand and agree that the goods and services provided under this Agreement is limited to those listed in 2.02(a) herein. SBBC's use of any other VENDOR digital education technology materials shall require a written amendment to this Agreement pursuant to section 3.15.

2.03 **Cost and Payment**.

(a) Cost. The amount of the goods and services that the VENDOR will provide to SBBC as outlined under this Agreement shall be as follows:

Description	Number of School Sites	Price	Amount
W.O.R.D 250-499 students per school	144	$2,695.00	$388,080.00
Literacy Pro 401-700 students per school	144	$4,252.00	$612,288.00
F.I.R.S.T. 250+ students	144	$3,150.00	$453,600.00
Digital Onboarding and Maintenance Fee	144	$179.10	$25,791.00
Product Training	20	$2,499.00	$49,980.00
Total			**$1,529,739.00**

(b) Payment. SBBC will provide VENDOR with a valid purchase order. VENDOR shall then submit a proper and appropriate invoice for a total amount of One Million Five Hundred Twenty Nine Thousand, Seven Hundred Thirty-nine Dollars and 00/100 Cents ($1,529,739.00) Digital subscription services are invoiced after VENDOR's receipt of SBBC's purchase order for

the full term of the Agreement and are payable within thirty (30) days after SBBC's receipt of the invoice.

2.04 **SBBC Disclosure of Education Records.**

(a) SBBC will provide VENDOR the Education Records listed in this section for the following purposes:

1) To access digital curriculum for students in grades K -5.
2) To supplement, support, and accelerate early literacy instruction.
3) To sync students with SBBC's integration system to use the following supplemental materials to the core curriculum: Scholastic F.I.R.S.T. (Grades Pre-K-3), W.O.R.D. (Grades 3-5) Scholastic Literacy Pro (Grades Pre-K-5), Digital Onboarding and Maintenance Fee.
4) To permit administrators and teachers to access VENDOR's materials, tailor and optimize the use of the materials to the needs of a particular school, classroom, or student.
5) To permit school administrators and teachers to assign work to students, review students' work, monitor students' performance and progress, plan lessons, and otherwise support instruction.
6) To provide reporting capabilities to administrators and teachers, which may include cross-product performance data.
7) To offer students immediate feedback and continuous support, permit them to access information shared by their teachers including assignments or feedback, suggest other content or activities for them, help them track their own progress and maintain a file of their work, allow them to create a collection of books or other content.
8) For analytics purposes, to understand how VENDOR's products are accessed and used and how they perform and to support product improvement.
9) To ensure products run properly and support optimal user experience.
10) To diagnose problems, troubleshoot issues and provide maintenance and support.
11) To monitor student usage for detection and investigation of unlawful activity and protection of the security of VENDOR's products, systems, and customers.

(b) SBBC will provide VENDOR with the following education records via SBBC's integration system.

1) Student first and last name
2) Student identification number(s)
3) School number
4) School name
5) Grade level
6) Course number
7) Course section

(c) In addition to the Education Records being disclosed by SBBC in this section, VENDOR will also have access to information (including optional open text to give feedback on

books, IP addresses, meta data on user interaction with applications, log- in credentials, in-application performance, student-generated content, device or systems information) entered by students in VENDOR's online platform. VENDOR shall comply with the Children's Online Privacy Protection Act of 1998 (COPPA), 15 U.S.C. 6501-6505, and its corresponding Children's Online Privacy Protection Rule, 16 CFR Part 312. In instances where students under the age of thirteen (13) years enter personally identifiable work and information into VENDOR's online platform, or when VENDOR engages in passive tracking of children's personal information, SBBC shall obtain written verifiable consent from each student's parent/guardian as required by COPPA. VENDOR does not and shall not engage in or enable online behavioral advertising using students' personal information collected through the licensed products and services.

(d) VENDOR is considered a "school official" with a legitimate educational interest to receive the aforementioned types of information from SBBC Education Records in the implementation of student information and education management systems. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or student age 18 years or over is needed for any types or purposes of disclosures of Education Records beyond those listed in this section.

(e) The requirements of this section shall supersede any use of Education Records or student information as listed in VENDOR's privacy policies.

2.05 **VENDOR Safeguarding Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any Education Records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose Education Records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any Education Records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to Education Records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each Education Record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the Education Records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall, otherwise be in full be in compliance with Section 1006.1494, Florida Statutes;

6) notify SBBC immediately upon discovery of a breach of confidentiality of Education Records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of Education Records; and

11) purge education records from any media once the media is no longer in use or is to be disposed.

(b) All Education Records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement VENDOR shall, at SBBC's request, return to SBBC or purge the Education Records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any third-party complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by VENDOR, or an officer, employee, agent, representative, contractor, or sub-contractor of VENDOR to the extent that VENDOR or an officer, employee, agent, representative, contractor, or sub-contractor of VENDOR shall either intentionally or negligently violates the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of

all performance required or conclusion of all obligations existing under this Agreement.

2.06 **SBBC Disclosure of Employee Records**.

(a) SBBC will provide VENDOR the employee records listed in this section for the following purposes:

1) To create user accounts to enable employees' access to and use of VENDOR's system and products
2) To provide onsite training
3) To authenticate users
4) To provide reporting capabilities
5) To enable communication between SBBC and VENDOR
6) To facilitate customer service and technical support

(b) SBBC will provide the following employee records to VENDOR via the District's Integration system:

1) First and last name
2) Teacher email address
3) School location

(c) The requirements of this section shall supersede any uses and disclosures of employee records as listed in VENDOR's privacy policies.

2.07 **VENDOR Safeguarding the Confidentiality Employee Records**. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

(a) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

(b) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;

(c) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement;

(d) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

(e) notify SBBC immediately upon discovery of a breach of confidentiality of employee records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

(f) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

(g) be responsible for any fines or penalties for failure to meet notice requirements

pursuant to federal and/or Florida law. This section shall survive the termination of all performance or obligations under this Agreement.

2.08 **VENDOR Redisclosure of Education Records and Employee Records.** VENDOR will redisclose the Education Records and Employee Records listed in this agreement to the following third-party service providers for the purposes listed:

(a)Staff Augmentation Vendors:

1) Andela – DevOps and QA
2) Aspire – Quality engineering/performance testing
3) Bicitis Group – Database Administration
4) Motion – Quality engineering
5) Relevance Labs – DevOps

(b)Sub-processors:

1) Amazon Web Services (AWS) – Infrastructure as a service Provider
2) Clever – K12 Integration Platform for SSO and Roster data
3) ClassLink – K12 Integration Platform for SSO and Roster Data

These third parties assist VENDOR in providing the products and services hereunder (as of the date of this Agreement provided such service providers are subject to written confidentiality and security obligations and may only use such records to provide the contracted services. In addition, should VENDOR receive a court order or lawfully issued subpoena and rediscloses personally identifiable information from education records on behalf of SBBC, in response to that order or subpoena under 34 C.F.R. Part 99.31(a)(9), VENDOR shall provide the notification required under 34 C.F.R. Part 99.31(a)(9)(ii). VENDOR shall notify SBBC prior to such redisclosure.

2.09 **Third Party Safeguarding Confidentiality of SBBC Education Records and Employee Records.** For any and all Education Records or employee records that VENDOR rediscloses to any and all entities with which it contracts or utilizes ("third parties") pursuant to the terms of this Agreement, VENDOR shall ensure that those third parties comply with the terms of this Agreement, including but not limited to the safeguarding section in this Agreement. VENDOR shall take any and all responsibility for the negligent act(s) or omissions of any and all third parties that it utilizes to comply with the terms of this Agreement.

2.10 **Studies Conducted for SBBC.** Any analytic study using SBBC data comprised of personally identifiable information or Education Records that is otherwise reasonably identifiable with or attributable to SBBC, even if de-identified, must be done in consultation with SBBC. SBBC reserves the right to require that any such study comply with its IRB and Research Review Process.

2.11 **Data Protection Controls.**

(a) VENDOR's security program shall be designed and implemented to reduce the risk of compromise of the availability, integrity, confidentiality and privacy of the provided SBBC data. Within twenty (20) business days' of SBBC's written request. VENDOR or any of VENDOR's subcontractors with access to SBBC data comprised of personally identifiable information or Education Records shall provide an attestation

stating the VENDOR and/or VENDOR's subcontractors with access to SBBC data comprised of personally identifiable information or Education Records have undergone a third-party audit and the security controls being used are in compliance with acceptable security standards.

(b) At a minimum, the audit shall show what controls are used to:

1) protect SBBC against unauthorized access, unauthorized disclosure, and damage;
2) reduce the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data;
3) ensure SBBC student and/or staff personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR'S objectives while also ensuring the data is protected from unauthorized use or disclosure; and
4) monitor compliance with established security controls.

(c) Additionally, the VENDOR and/or the VENDOR's subcontractors with access to SBBC data comprised of personally identifiable information or Education Records shall, at minimum, annually complete a third-party assessment of their security controls showing compliance with acceptable security standards and maintain compliance during the agreement. The VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within twenty (20) business days of written request by SBBC. For the avoidance of doubt, SBBC acknowledges and agrees that nothing contained in this Section 2.11 obligates VENDOR to share any documentation pertaining to third-party assessments of AWS's security controls.

2.12 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be

provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods specifically with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.13 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Elementary Learning The School Board of Broward County, Florida 600 Southeast Third Avenue, 13th Floor Fort Lauderdale, Florida 33301
To VENDOR:	Scholastic Inc. 557 Broadway New York NY 10012 Attn: Andrew S. Hedden Executive Vice President and General Counsel
With a Copy to:	Toni R. Abrahams

Vice President of Operations
Scholastic, Inc.
557 Broadway
New York NY 10012

2.14 **Background Screening**. VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes.

2.15 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall 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 the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600

SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.16 **Liability**. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third-party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.17 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Technical/Errors & Omissions. VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than $1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(e) Verification of Coverage. . Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit VENDOR sufficient time to remedy any deficiencies.

(f) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave, Fort Lauderdale, FL 33301

(g) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within thirty (30) business days if required insurance is cancelled.

(h) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.18 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex, or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.19 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is one million dollars ($1,000,000) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with

Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.20 **Annual Appropriation**. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.21 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.22 **Proprietary Information.**

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.23 **Forced Labor**.

(a) Excluded Vendors - the Forced Labor Vendor List. Section 287.1346, Florida Statutes, prohibits SBBC from awarding a contract or purchase order to, or transacting business

pertaining to the provision of commodities with a vendor on the Forced Labor Vendor List created and maintained by the Florida Department of Management Services, or an entity under the control of such vendor, for a period of three hundred and sixty-five (365) calendar days after the date the vendor was placed on the list (the "Disqualification Period") unless the vendor is removed from the list pursuant to Section 287.1346(5)(d), Florida Statutes. VENDOR understands that any contract or purchase order with SBBC for the provision of commodities of any amount may be terminated during the Agreement Term at SBBC's sole option pursuant to Section 287.1346(4)(a)2.b, Florida Statutes, if VENDOR or an entity under VENDOR's control is placed on the Forced Labor Vendor List created and maintained by the Florida Department of Management Services.

(b) Forced Labor Certification Form. Before entering into a contract or purchase order with SBBC for the provision of commodities, a member of VENDOR's senior management is required by Section 287.1346(4)(b), Florida Statutes, to certify, in writing, that to the best of his or her knowledge the commodities such vendor is offering to the SBBC have not been produced, in whole or in part, by forced labor. "Forced labor" means work or service exacted from any person, including a minor, under the menace of a penalty for nonperformance and for which the worker does not offer himself or herself voluntarily or an activity that violates Section 787.06, Florida Statutes. "Senior management" includes chief executive officers; assistant chief executive officers, including, but not limited to, assistant presidents, vice presidents, or assistant treasurers; chief financial officers; chief personnel officers; or any employee of an entity performing similar functions. The Vendor acknowledges that pursuant to Section 287.1346(4)(f), Florida Statutes, the submission of a false certification may subject it to civil fines and penalties. VENDOR must provide SBBC with an updated and current Forced Labor Certification Form prior to any renewal or extension of this contract or purchase order. The original copy of VENDOR's executed Forced Labor Certification Form will be kept in SBBC's contract file.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall

exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' written notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the

matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. Notwithstanding the foregoing, VENDOR may assign this Agreement without the consent of SBBC, in relation to a corporate reorganization in the event of its bankruptcy. Should VENDOR experience a corporate reorganization in the event of its bankruptcy, it shall notify SBBC in writing no later than thirty (30) calendar days and SBBC shall have the option to terminate VENDOR without any liability pursuant to section 3.05. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any scheduled services scheduled to be delivered after the effective date of such termination. Nothing in this section 3.11 shall affect SBBC's right to terminate this Agreement under section 3.05 of this Agreement. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such will not affect the remaining portions of this Agreement and the same will remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses, or provisions had never been included herein.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future

waiver.

3.17 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county or municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

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

3.21 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date of last execution below.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By Lori Alhadeff
Lori Alhadeff, Chair

Date: 8/23/24

ATTEST:

Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content

Maya Moore

Digitally signed by Maya Moore
Reason: Scholastic Agreement
Date: 2024.08.02 15:33:31 -04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

SCHOLASTIC INC. CORPORATE SEAL 1955 NEW YORK
(Corporate Seal)

FOR VENDOR:

SCHOLASTIC INC.

ATTEST:

Vanessa A Hill
Vanessa A. Hill Assistant ~~, Secretary~~ Secretary

-or-

Witness

Witness

By: Toni R Abrahams
Signature

Printed Name: Toni R. Abrahams

Title: Vice President of Operations

Date: 8/2/2024

STATE OF Connecticut

COUNTY OF Fairfield

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 2, 2024 (*date*) by Toni R. Abrahams (*name of officer or agent, title of officer or agent*) of Scholastic Inc. (*name of corporation acknowledging*), a Delaware (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced n/a (*type of identification*) as identification and who ☐☐did/☐did not first take an oath this _____ day of _____, 2024.

My Commission Expires: 12/31/2026

Kathleen M. Brown
Signature – Notary Public

Kathleen M. Brown
Printed Name of Notary

(SEAL)

SNPC.0173027
Notary's Commission No.

Kathleen M Brown
Notary Public, State of Connecticut
My Commission Expires 12/31/2026

Established 1915
BROWARD
County Public Schools

Procurement & Logistic Operations
Jennifer Andreu, Executive Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0774
jennifer.andreu@browardschools.com

The School Board of Broward County, Florida

Debra Hixon, Chair
Sarah Leonardi, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Dr. Jeff Holness
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

August 4, 2025

Scholastic Inc.
557 Broadway, New York
New York 10012

RE: AGR25-029 - Supplemental Software (Scholastic, Inc.)

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and Scholastic, Inc. This is the result of the School Board's approval on July 22, 2025, for Item OO-16. Full details are outlined in the Agreement.

Sincerely,

Jennifer D. Andreu,
Executive Director Operations

JDA: bm
Attachment(s)

cc: Cynthia Gomez, Purchasing Agent III
Melissa Holtz, Director, Elementary Learning
Annmarie Richards, Advocacy & Compliance Coordinator, Economic Development & Diversity Compliance

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2025-07-22	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-16.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

AGR25-029 - Supplemental Software (Scholastic, Inc.)
ADDED

REQUESTED ACTION:

Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Scholastic, Inc. for a term that commences on August 1, 2025, and concludes on July 31, 2026, and the additional spending authority of $300,000. District-wide.

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The First Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- First Amendment

FINANCIAL IMPACT:

$300,000. The new total award amount is $1,829,883, and funding will come from school budgets.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Early Literacy Proficiency **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Wanda F. Paul	Phone:	754-321-2659
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Wanda F. Paul, Chief Operations Officer

Signature

Wanda F. Paul, Chief Operations Officer Jul 8, 2025

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: July 22, 2025

By: Debra Hixon

School Board Chair

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SCHOLASTIC INC.
(hereinafter referred to as "VENDOR")
whose principal place of business is
557 Broadway, New York, New York 10012

A. **WHEREAS,** SBBC and VENDOR entered into an Agreement that commenced on August 21, 2024, and was to expire on July 31, 2025 (hereafter "Agreement").

B. **WHEREAS,** VENDOR's software is designed to supplement, support, and accelerate early literacy instruction and engage students. It is compatible on any device, operating system, or web browser to easily integrate into the existing technology landscape.

C. **WHEREAS,** the parties mutually desire to extend the term of the Agreement for an additional one-year period and amend certain provisions through this First Amendment to Agreement.

D. **WHEREAS,** pursuant to SBBC Policy 3800 III(E), as authorized by Florida Administrative Code Rule 6A-1.012 11(b) and 14, the requirement of requesting competitive solicitation from three or more sources is waived for the purchase of educational services and any type of copyrighted materials including, without limitation, computer software, and information technology.

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

1. **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement**. Pursuant to Section 2.01 of the Agreement, the term of the Agreement is hereby extended from August 1, 2025 ("Effective Date") through July 31, 2026, unless terminated earlier pursuant to Section 3.05 of the Agreement.

3. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

I. The following provisions replace the respective provisions in sections 2.02, 2.03, 2.05, 2.07, and 2.11 in the Agreement, by interlineation, as follows:

2.02 **Description of Goods and Services.**

(a) Licenses. For schools that elect to purchase licenses for VENDOR's products, VENDOR shall provide school site licenses to access its W.O.R.D. ("Words Open Reading Doors") (Grades 3-5), Scholastic Literacy Pro (Grades Pre-K-5), and Scholastic F.I.R.S.T. ("Foundations in Reading, Sounds and Text") (Grades Pre-K-3) online programs for teachers and students in Grades Pre-K–5.

(b) Integration and Maintenance. VENDOR shall provide integration with SBBC's integration platform and maintenance, including:

1) Secure integration with single sign-on technology;
2) Onboarding via virtual call;
3) Unlimited assistance from technical specialists for integration and rostering;
4) Ongoing integration and technical support throughout the term of the Agreement via customer services at (800) 724-2222 or email at digitalservice@scholastic.com.

(c) The parties understand and agree that the goods and services provided under this Agreement is limited to those listed in 2.02 herein. SBBC's use of any other VENDOR digital education technology materials shall require a written amendment to this Agreement pursuant to section 3.15.

2.03 **Cost of Services and Payment**.

(a) Cost. The amount of the goods and services that the VENDOR will provide to SBBC as outlined under this Agreement shall be as follows:

Product Description	Price Per Product per School
W.O.R.D. 250-499 students per school	$2,995.00
Literacy Pro 401-700 students per school	$4,725.00
F.I.R.S.T. 250 or more students per school	$3,500.00
Digital Onboarding and Maintenance Fee	$199.00

(b) Payment. Any district school or department may elect to purchase Services listed in section 2.02 by contacting the VENDOR. The requesting school shall request a quote from VENDOR (with the same quote utilizing the costs listed within section 2.03 of this Agreement), that shall be used to create a valid requisition. The district department or district school creating the valid requisition for selected Services will be responsible for all costs related to said requisition.

(c) SBBC will provide VENDOR with a valid purchase order via United States First Class mail or commercial overnight document delivery service, and/or by electronic means to Educationorders@scholastic.com, using VENDOR's contact information designated in section 2.11 (if delivery via email is preferred by VENDOR, and would result in faster response and processing, VENDOR shall specify the appropriate email address for submission of the purchase order in its quote). Digital subscription services are invoiced after VENDOR's receipt of SBBC's purchase order for the full term of the Agreement.

(d) VENDOR shall seek all payment from the respective district department or district school that created the valid requisition.

(e) The respective district departments or district schools shall pay all proper and appropriate VENDOR invoices within thirty (30) calendar days after receipt of the same invoice.

(f) VENDOR shall submit all invoices to the following address:

The School Board of Broward County, Florida
Accounting and Financial Reporting Department
Attn: Accounts Payable
600 S.E. 3rd Avenue, 7th Floor
Fort Lauderdale, Florida 33301
frdaphelp@browardschools.com

2.05 **VENDOR Safeguarding the Confidentiality of Education Records.**

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

4) notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall

abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

2) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

3) notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

4) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

5) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

6) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

7) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records;

8) purge education records from any media once the media is no longer in use or is to be disposed; and

9) return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and

any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

(c) Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any third-party complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by VENDOR, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that VENDOR or an officer, employee, agent, representative, contractor, or sub-contractor of the VENDOR shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

(d) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.07 **VENDOR Safeguarding the Confidentiality of Employee Records.**

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

2) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;

3) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

4) notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

2) notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

3) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

4) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

(c) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.11 **Assessment of Data Protection Controls.**

(a) VENDOR's security program shall be designed and implemented to reduce the risk of compromise of the availability, integrity, confidentiality and privacy of the provided SBBC data. Within twenty (20) business days of SBBC's request, VENDOR or any of VENDOR's subcontractors with access to SBBC data comprised of personally identifiable information or Education Records shall provide an attestation stating the VENDOR and/or VENDOR's subcontractors with access to SBBC data comprised of personally identifiable information or Education Records have undergone a third-party audit and that the cybersecurity controls being used comply with acceptable cybersecurity standards.

(b) At a minimum, the assessment shall show what controls are used to:

1) protect SBBC against unauthorized access, unauthorized disclosure, and damage;

2) reduce the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data;
3) ensure SBBC student and/or staff personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR'S objectives while also ensuring the data is protected from unauthorized use or disclosure; and
4) monitor compliance with established cybersecurity controls.

(c) Additionally, VENDOR and/or VENDOR's subcontractors with access to SBBC data comprised of personally identifiable information or Education Records shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards and maintain compliance during the agreement. VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within twenty (20) business days of written request by SBBC. For the avoidance of doubt, SBBC acknowledges and agrees that nothing contained in this Section 2.11 obligates VENDOR to share any documentation pertaining to third-party assessments of AWS's security controls.

4. **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

a) the First Amendment to Agreement; then
b) the Agreement.

5. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

6. **Authority**. Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement on the date of last signature below.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By Debra Hixon
Debra Hixon, Chair

Date 7-22-25

ATTEST:

Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

Maya Moore

Digitally signed by Maya Moore
Reason: Scholastic First Amendment (2)
Date: 2025.07.10 13:18:30 -04'00'

Office of the General Counsel

(Corporate Seal)

ATTEST:

Vanessa Farbiarz Hill
Vanessa Farbiarz Hill , Secretary

-or-

Witness

Witness

FOR VENDOR:

SCHOLASTIC INC.

By
Signature

Printed Name: Chris Lick

Title: EVP & General Counsel

STATE OF New York

COUNTY OF New York

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of July, 2025 by Chris Lick (*name of officer or agent, title of officer or agent*) of Scholastic Inc. (*name of corporation acknowledging*), a NY (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A (*type of identification*) as identification and who did/did not first take an oath this 10th day of July 2025.

My Commission Expires:

NANCY A. MALKIN
Notary Public, State of New York
No. 60-4742146
Qualified in Westchester County
Certificate Filed in New York County
Commission Expires May 31, 2027

(SEAL)

Signature – Notary Public

Nancy Malkin

Printed Name of Notary

Notary's Commission No.

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO VENDOR AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SCHOLASTIC INC.
(hereinafter referred to as "VENDOR")
whose principal place of business is
80 Park Place, 21st Floor, Newark, NJ 07102

WHEREAS, SBBC and VENDOR entered into an Agreement that commenced on August 23, 2024 and was to expire on July 31, 2025 (hereafter "Agreement"); and

WHEREAS, VENDOR's software is designed to supplement, support, and accelerate early literacy instruction and engage students. It is compatible on any device, operating system, or web browser to easily integrate into the existing technology landscape; and

WHEREAS, the Agreement permits two (2) additional one (1) year extension periods; and

WHEREAS, on July 22, 2025, SBBC and VENDOR entered into a First Amendment to Agreement wherein the parties exercised the first of two (2) options to extend the Agreement for a period of one (1) year from August 1, 2025, through July 31, 2026, and amend certain provisions; and

WHEREAS, SBBC and VENDOR wish to exercise the second of the two (2) options to extend the Agreement for a period of one (1) year from August 1, 2026, through July 31, 2027, and amend certain provisions through this Second Amendment to Agreement; and

WHEREAS, pursuant to SBBC Policy 3800 III(E), as authorized by Florida Administrative Code Rule 6A-1.012 11(b) and 14, the requirement of requesting competitive solicitations from three or more sources is waived for the purchase of educational services and any type of copyrighted materials including, without limitation, computer software, and information technology.

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

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement**. Pursuant to Section 2.01 of the Agreement, the term of the Agreement is hereby extended from August 1, 2026 ("Effective Date"), through July 31, 2027, unless terminated earlier pursuant to Section 3.05 of the Agreement.

3. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

The following provision - 2.08(a) and (b) - **replace** the respective provision in the Agreement, by interlineation, as follows:

2.08 **VENDOR Redisclosure of Education Records and Employee Records**. VENDOR will redisclose the Education Records and Employee Records listed in this agreement to the following third-party service providers for the purposes listed:

(a) Staff Augmentation Vendors:

1) AscendTech - Software Engineering and Quality
2) Andela - Software Engineering, DevOps, and QA
3) Aspire - Quality engineering/performance testing
4) Beacon Hill Staffing Group - Project Management
5) ClearBridge Technology Group - Performance Engineering
6) Drum Enterprises - Project Management
7) Motion - Quality Engineering
8) Relevance Labs - Software Engineering, DevOps
9) SilverSearch - Project Management
10) Unicon - Software Engineering

(b)Sub-processors:

1) Amazon Web Services- Cloud Hosting and other infrastructure as a service provider
2) DataDog-Infrastructure and observability services
3) Microsoft Azure-Student voice recognition to understand and return feedback and insights on students' speech down to the phoneme level
4) Cloudflare- Network layer and protection and security
5) Sumologic-Log file aggregation and querying

6) Ednition-Roster integration and SSO

4. **Cost and Payment**.

(a) Cost. Shall be in accordance with section 2.03(a) of the First Amendment to Agreement.

(b) Payment. Shall be in accordance with section 2.03(b) – (f) of the First Amendment to Agreement.

5. **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

a) this Second Amendment to Agreement; then
b) the First Amendment to Agreement; then
c) the Agreement.

6. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

7. **Authority**. Each person signing this Second Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to Agreement upon the date of last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

Nicole Vele GrayRobinson, P.A. as Cadre Counsel for
Office of the General Counsel

FOR VENDOR:

(Corporate Seal)

SCHOLASTIC INC.

ATTEST:

By _____

_____ Signature

Corporate Secretary Signature

Print Name: Chris Kenyon

-or-

Print Name: Toni Abrahams

Title: VP of Operations

Date: 4/27/26

_____

Witness Signature

Print Name: _____

_____

Witness Signature

Print Name: _____

STATE OF Connecticut

COUNTY OF Fairfield

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4/27/2026 (*date*) by Toni Abrahams (*name of officer or agent, title of officer or agent*) of Scholastic Inc. (*name of corporation acknowledging*), a New York (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced _____ (*type of identification*) as identification and who ☒did/☐did not first take an oath this 27 day of April, 2026.

My Commission Expires:

_____

Notary Public Signature

Kathleen M. Brown

Printed Name of Notary

(SEAL)

_____

Notary's Commission No.

Kathleen M Brown
Notary Public, State of Connecticut
My Commission Expires 12/31/2026

Responses Overview

Active

Responses	Average Time	Duration
26	02:01	100 Days

1. School Name:

26
Responses

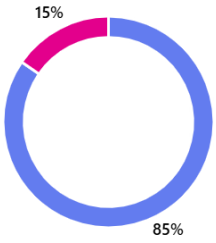
Latest Responses
"Nova Blanche Forman"
"Nova Blanche Forman"
"Nova Blanch Foreman"
...

16 respondents (62%) answered Nova Blanche for this question.

b forman **Nova Blanche** Blanche Forman
Elementary
Winston Park

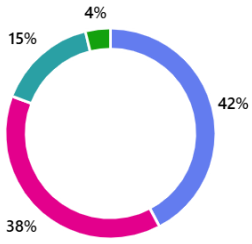
2. Are you interested in having Scholastic Literacy Pro, WORD and F.I.R.S.T. in your classroom next year?

Yes	22
No	4



3. To what extent do you believe the supplemental Scholastic products (Literacy Pro, WORD, or F.I.R.S.T.) had an impact on your students' achievement?

Highly Effective	11
Effective	10
Neutral	4
Ineffective	0
Very Ineffective	1



4. Do you have any feedback you would like to provide regarding the Scholastic resources?

18
Responses

Latest Responses

"I believe that grades 3-5 should have access to both WORD and Literacy Pro and ..."

"Anything on a screen should not be how students learn or interact with texts. Sch..."

• • •

9 respondents (50%) answered scholastic for this question.



Responses Overview

Active

Responses	Average Time	Duration
83	06:51	100 Days

1. School

83
Responses

Latest Responses
"Riverglades"
"Pompano Beach Elementary"
"Lake Forest Elementary"
...

54 respondents (65%) answered Elementary for this question.



2. Are you planning on purchasing Scholastic products for the 2026-2027 school year?

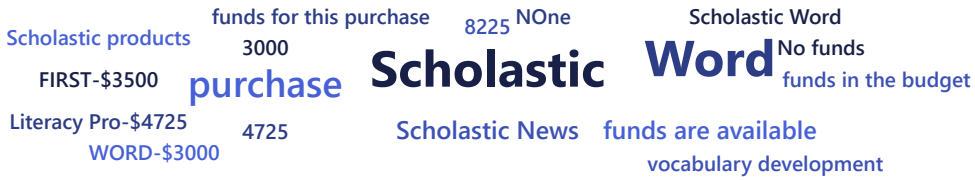


3. If you answered yes to purchasing Scholastic products, approximately how much do you intend to spend? Prices are as follows: Literacy Pro-$4,725, WORD-$3,000, F.I.R.S.T.-$3,500. Answering this survey DOES NOT commit you to purchasing.

33
Responses

Latest Responses
"WORD and FIRST"
...

4 respondents (12%) answered Scholastic for this question.



Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-6.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

AGR25-030 – Supplemental Software (EPS Operations, LLC)

REQUESTED ACTION:

Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and EPS Operations, LLC, for a term that commences on August 1, 2026, and concludes on July 31, 2027, with no increase in budget authority. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The First Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Original Agreement
- First Amendment
- Teacher Survey
- Principal Survey

FINANCIAL IMPACT:

Additional budget authority is not being encumbered for this Agreement. Schools and departments can purchase these materials only if they have allocated funds to do so.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 1: Early Literacy Proficiency **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jul 14, 2026

Electronic Signature

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

Form $4189 Revised 7/24

HH/JJS

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

AGR25-030 – Supplemental Software (EPS Operations, LLC)

Board Meeting Date: July 28, 2026

Requested Action:
Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and EPS Operations, LLC, for a term that commences on August 1, 2026, and concludes on July 31, 2027, with no increase in budget authority.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• Schools and departments will be able to purchase supplemental instructional materials to support English Language Arts (ELA) and Mathematics instruction.
If the School Board votes "No"	• Schools and departments will not be able to purchase these supplemental instructional materials to support ELA and Mathematics instruction. As a result, schools may search for and utilize other programs that are not District approved.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 1: Early Literacy Proficiency • Goal 2: Algebra Proficiency
Measurable Outcome(s)/Return on Investment	• STAR/FAST ELA Performance SY 2025-2026 Progress Monitoring (PM) 1 to PM3 Growth

Grade Level	PM1	PM2	PM3	PM1-PM3 Growth Wordly Wise	PM1-PM3 Growth District
02	167.41	177.71	188.70	+21.29	+22.01
03	186.53	194.88	204.35	+17.81	+18.48
04	205.96	214.17	221.34	+15.38	+16.94
05	213.18	220.27	227.89	+14.71	+13.63

Background/History
The products included in the Amendment are District-approved supplemental materials. Schools have the ability to purchase programs listed below to support different subgroups of students based on the identified needs of the students. For the 2025-2026 School Year (SY), 17 schools reported using Wordly Wise, and 10 schools reported using Performance Coach.

Wordly Wise	Intervention for vocabulary that provides a differentiated, engaging, and systematic approach to teaching academic vocabulary.
SPIRE	Multi-sensory intervention for phonics that provides explicit, direct instruction in foundational reading skills for non-readers, students with dyslexia, and students with specific learning disabilities.
FL B.E.S.T. Performance Coach	This product gives students rigorous review and practice aligned to the Benchmarks for Excellent Student Thinking (B.E.S.T.) standards. It has on-level direct instruction with guided and independent practice to support students toward mastery of grade-level skills aligned to the B.E.S.T. standards.
Coach Digital Compass	Provides access to over 4,500 printable lessons in ELA and Math instruction, practice, and remediation with 100% alignment to the Florida B.E.S.T. Standards in Grades 3-8.
Reading Assistant	Provides access to an Artificial Intelligence (AI)-driven tutor designed to provide students with adaptive reading practice and intervention to deliver rapid results. Reading Assistant is a new program within the EPS Operations Agreement. It is rated Tier 1-Strong for Every Student Succeeds Act (ESSA) Evidence.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	Original Agreement: November 13, 2024 - July 31, 2026. First Amendment: August 1, 2026 - July 31, 2027.
Multi-Year Agreement:	Yes, this is a two-year agreement with two additional one-year extension periods.
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Pursuant to Purchasing Policy 3800, III (D) and (E), and Rule 6A-1.012(11)(b) and (14), Florida Administrative Code, competitive solicitations are not required for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency, or a recognized educational institution.

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. This Agreement provides the necessary procurement mechanism for schools to purchase these optional materials if they have the available budget,
2. The Original Agreement was approved with a $350,000 budget authority, of which $336,503 remains, which represents the maximum allowable expenditure under this Agreement from either school or District budgets.
3. Additional budget authority is not being encumbered for this Agreement. Schools and departments can purchase these materials only if they have allocated funds to do so.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
8/1/2026 – 7/31/2027	12 months	$336,503

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
FY27	11 months	Various School and Department General/Grant Funds	$336,503	Y

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
FY28	1 month	Various Schools General or Grants Funds	$0

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Schools will be able to purchase and utilize materials for supplemental ELA and math instruction.
School Selection /Prioritization	School-Based Decision
Community/ Stakeholder Engagement	Not Applicable

End-User Input	Stakeholder engagement included: • Teacher Survey ▪ 97% (35/36) of teachers who responded to the survey rated the impact that Wordly Wise has on student achievement as either Very Effective or Effective. ▪ 95% (18/19) of teachers who responded to the survey rated the impact that Performance Coach has on student achievement as either Very Effective or Effective. • Principal Survey ▪ 35 principals plan on purchasing materials from EPS Operations for the 2026-2027 SY.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Original Agreement
Exhibit C: First Amendment
Exhibit D: Teacher Survey
Exhibit E: Principal Survey

The following elementary schools expressed an interest in purchasing EPS Operations supplemental resources for the 2026-2027 SY:

Beachside Montessori	Bennett	Challenger	Cooper City	Country Hills
Cypress	Deerfield Beach	Deerfield Park	Dr. Martin Luther King, Jr.	Endeavour Primary Learning Center
Floranada	Forest Hills	Griffin	Hollywood Park	Indian Trace
James S. Hunt	Lake Forest	Manatee Bay	McNab	Norcrest
Nova Blanche Forman	Nova Eisenhower	Orange Brook	Panther Run	Pompano Beach
Ramblewood	Riverglades	Riverside	Royal Palm STEM Museum Magnet	Sandpiper
Sawgrass	Sheridan Park	Tedder	Watkins	Wilton Manors IB World

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	May 28, 2026
Previous Bid # (Ex: 10-004R):	AGR25-030	**Buyer/PA:**	DAISY CHENTES-HERNANDEZ
New Bid Award Total:	$350,000	**Bid Title:**	EPS Operations
Previous Award Total:	$350,000		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	11/13/2024	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	7/31/2026	**# of Months Into Bid:**	18

SPEND REPORTING	
Purchase Order(s) Spend:	$13,497
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$13,497**
Average Monthly Expenditure:	$750
Unused Authorized Spending:	**$336,503**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
146196-EPS OPERATIONS- EEP-EPS HOLDINGS LL	N/A		$ 13,497
	PO VENDOR SPEND:		**$ 13,497**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 13,497**

NOTES (Type Below): No additional budget is required.

Certification Types*
Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	Various School and Department Budgets	**Name** (First & Last)	Melissa Holtz
Fund		**Title**	Director
Functional Area		**Department/School Name**	Elementary Learning
Commitment Item		**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**5/27/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Mauricio R. Stradiotti, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0501 • fax: 754-321-0936
mauricio.stradiotti@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Debra Hixon, Chair
Sarah Leonardi, Vice Chair

Dr. Allen Zeman
Maura McCarthy Bulman
Rebecca Thompson
Lori Alhadeff
Dr. Jeff Holness
Brenda Fam, Esq
Nora Rupert

Dr. Howard Hepburn
Superintendent of Schools

November 21, 2024

Bids and Contracts Team
EPS Operations, LLC
4800 Hampden Lane, Suite 560
Bethesda, Maryland 20814-2930

RE: ARG25-030 - EPS Operations, LLC

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and EPS Operations, LLC. This is the result of the School Board's approval on November 13, 2024, for Item OO-2. Full details are outlined in the Agreement.

Sincerely,

Mauricio R. Stradiotti, Director
Procurement & Warehousing Services

MRS: bm
Attachment(s)

cc: Cynthia Gomez, Purchasing Agent I
Melissa Holtz, Director, Elementary Learning
Annmarie Richards, Advocacy & Compliance Coordinator, Economic Development & Diversity Compliance

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-11-13	Regular School Board Meeting
CATEGORY:	OO. Operations & Facilities
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-2.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:
ARG25-030 - EPS Operations, LLC

REQUESTED ACTION:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and EPS Operations, LLC. District-wide.

RATIONALE:
For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The First Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

Executive Summary
Financial Analysis Worksheet
First Amendment
Surveys-2

FINANCIAL IMPACT:
$350,000. The source of funds is from various school budgets.

STRATEGIC PLAN ALIGNMENT:
Student Focus Outcomes
Early Literacy Proficiency **OR** **Business Operations**

BOARD ACTION:
(For Official School Board Records Only)
APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Wanda F. Paul	Phone:	754-321-2611
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title
Wanda F. Paul, Chief Operations & Facilities Officer

Signature
Wanda F. Paul, Chief Operations & Facilities Officer

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: November 13, 2024

By: Lori Alhadeff
School Board Chair

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

EPS OPERATIONS, LLC
(hereinafter referred to as "VENDOR"),
whose principal place of business is
4800 Hampden Lane, Suite 560, Bethesda, Maryland 20814-2930

WHEREAS, VENDOR is a provider of downloadable educational software and instructional materials in reading, literacy, language arts, and math; and

WHEREAS, Wordly Wise i3000 , iSPIRE, SPIRE, SPIRE STAR, SPIRE Foundations, Coach Digital Compass, Reading Assistant, and FL B.E.S.T. Performance Coach engage all students with interactive learning activities including vocabulary instruction, intensive reading interventions, digital manipulatives, and lessons to assist SBBC students with educational learning opportunities; and

WHEREAS, Rule 6A-1.012, 11(b), and 14, Florida Administrative Code and School Board Policy 3800, Sections D and E, authorize the purchase educational services, including without limitation, any type of copyrighted materials, instructional materials, and computer software without competitive solicitations.

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

ARTICLE 1 – RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. The term of this Agreement commences on the date of last execution, and concludes on July 31, 2026, unless terminated earlier pursuant to section 3.05 of

this Agreement. The term of the Agreement may, by mutual written agreement between SBBC and VENDOR, be extended for two (2) additional one (1) year periods.

2.02 **Scope of Services**.

(a) VENDOR shall provide access to the following software products when appropriately ordered pursuant to this Agreement:

(1) Wordly Wise i3000 delivers academic vocabulary practice and instruction intended for Grades 2-12. Teachers and students are provided with resources for direct vocabulary instruction and learning.

(2) iSPIRE is an intensive reading intervention program, designed for all grade levels. Provides teachers with soft-scripted lessons, digital manipulatives, assessments, and progress monitoring. It provides students with teacher-directed lessons, digital manipulatives, and teacher-directed assessments.

(3) SPIRE STAR allows teachers to conduct student assessments, soft-scripted lessons, digital manipulatives and progress monitoring.

(4) Coach Digital Compass provides access to over 4,500 printable lessons in ELA and Math instruction, practice and remediation with 100% alignment to the Florida B.E.S.T. Standards in Grades 3-8. It includes an enhanced assessment builder to build custom assessments and progress monitoring using over 6,400 question bank.

(5) Reading Assistant gives students adaptive reading practice and intervention to deliver rapid results. Using voice-recognition technology, students read out loud while an avatar, Amira, assesses and delivers real-time personalized feedback and micro-interventions. By capturing these key data points, educators are empowered with valuable insights into each student's reading skill progress and mastery.

(b) VENDOR shall provide the instructional materials listed below when appropriately ordered pursuant to this Agreement:

(1) SPIRE is a research-proven print program to build reading success for beginning readers, striving readers, and students with dyslexia, through an intensive, structured, and spiraling curriculum. SPIRE® 4th Edition incorporates phonological awareness, phonics, spelling, fluency, vocabulary, and comprehension in systematic 10-step teacher-led lessons, reinforced by practice to lock in measurable gains.

(2) SPIRE Foundations and Sounds Sensible focus on building phonological awareness, alphabet knowledge, and understanding letter-sound relationships, as well as handwriting in your beginning or striving readers. The program uses the Orton-Gillingham approach with hands-on instruction and 5-step lessons to develop the foundational skills of reading and promote reading success of Pre-K–4 students.

(3) Wordly Wise provides direct academic vocabulary instruction to develop the critical link between vocabulary and reading comprehension. Robust activities, peer sharing, and differentiated instruction meet the needs of today's varying student populations in grades 2–12 — empowering students to have successful encounters with grade-level vocabulary. Wordly Wise words are commonly encountered in grade-level literature, content-area texts, and state and national assessments. The new formats maintain the word list and rigor of our best-selling vocabulary program.

(4) FL B.E.S.T. Performance Coach gives students and teachers rigorous and purposeful review and practice aligned to the B.E.S.T. standards . It has on-level direct instruction with guided and independent practice to support teachers and progress students towards mastery of grade-level skills aligned to the B.E.S.T. standards.

(c) Any SBBC district department or district school may elect to purchase licenses to access the software products and services listed above by contacting VENDOR. The requesting SBBC district department or district school shall request a quote from VENDOR (with same quote being based upon the costs listed in the Cost of Services under this Agreement), that shall be used to create a valid requisition. The SBBC department(s) or school(s) creating the valid requisition for selected software product(s) and/or service(s) will be responsible for all costs related to said requisition. VENDOR acknowledges that this section does not award or guarantee it to receive any amount of work, any specified volume of product or service requisitions, or amounts of revenue. Rather, this section is intended to establish the terms and conditions that will govern any purchases of the software product(s) and/or service(s) as specifically stated within this Agreement and within any subsequent written valid requisitions from SBBC district department (s) or its district school(s) throughout the term of this Agreement and throughout the term of any subsequent renewals of this Agreement. The cost of any purchases of software that are for a time period less than twelve month increments shall be prorated as described in this Agreement.

2.03 **Cost of Services**. The cost of the products and/or services provided by VENDOR to SBBC shall as listed below per twelve (12) month subscription increments. All costs listed below shall be prorated for software products and services for any time period of less than the full twelve (12) month time period term of this Agreement. The total amount of each order of software shall be appropriately set forth in the applicable VENDOR sales order quote based upon the prices listed and described in this section.

	Product	Cost	Notes
(a)	Wordly Wise i3000	$13.99 per student	Price reduces to $11.50 per student when purchasing for more than 200 students
(b)	iSPIRE	$65.00 per student	
(c)	S.P.I.R.E. S.T.A.R.	$3.00 per student	
(d)	Florida Coach Digital Compass Enhanced ELA	$4,949.00 per school site	

	Florida Coach Digital Compass Enhanced Math	$4,949.00 per school site	
	Florida Coach Digital Compass Enhanced ELA + Math	$7,699.00 per school site	
	Florida Coach Digital Compass Science Add-On Grades 6 - 12	$1,099.00 per school site	
	Florida Summer School Coach Digital Compass Math	$1,375.00 per school site	
	Florida Summer School Coach Digital Compass ELA	$1,375.00 per school site	
	Florida Summer School Coach Digital Compass ELA + Math	$2,475.00 per school site	
(f)	Reading Assistant - Assessment and Practice	$20.00 per Student	
	Reading Assistant - Practice	$12.00 per Student	
(g)	Reading Assistant for SPIRE - Assessment and Practice	$20.00 per Student	
	Reading Assistant for SPIRE - Practice	$12.00 per Student	
(h)	Reading Assistant for Suite - Assessment and Practice	$13.00 per Student	
(i)	Wordly Wise student book	$12.49 per student	Gr 2-5
	Wordly Wise teacher edition	$86.49 per teacher	Gr 2-5
	Wordly Wise Class Set	$370.39 per 25 students	Gr 2-5 Set includes 25 student books and 1 teacher guide
(j)	FL B.E.S.T. Performance Coach student workbook	$15.99 per student	Gr 3-5 Available ELA and Math

	FL B.E.S.T. Performance Coach teacher edition	$19.99 per teacher	Gr 3-5 Available ELA and Math
	FL B.E.S.T. Performance Coach class set	$399.99 per 25 students	Gr 3-8 Set includes 25 student books and 1 teacher guide
(k)	SPIRE (Specialized Program Individualizing Reading Excellence) Single Level Kit	$384.29 per teacher	Available levels 1-6
	SPIRE (Specialized Program Individualizing Reading Excellence) Multi-level kit Levels 1-3	$1020.59 per teacher	
	SPIRE (Specialized Program Individualizing Reading Excellence) Multi-level kit Beg-Level 2	$938.89 per teacher	Sounds Sensible, Level 1, Level 2
	SPIRE (Specialized Program Individualizing Reading Excellence) workbook	$24.09 per student	Available Levels 1-6
	SPIRE (Specialized Program Individualizing Reading Excellence) Student manipulatives kit	$54.39 per student	
(l)	SPIRE Foundations: Sounds Sensible kit	$419.19 per teacher	
	SPIRE Foundations: Sounds Sensible workbook	$6.29 per student	
	SPIRE Foundations: Sounds Sensible Traffic Light Handwriting Chart Student Edition	$4.99 per student	
	SPIRE Foundations: Sounds Sensible	$25.19 per teacher	

	Traffic Light Handwriting Chart Teacher Edition		

2.04 **Payment**.

(a) The requesting district department or district school will request a quote from VENDOR (with same quote being based upon the costs listed within this Agreement), that shall be used to create a valid requisition.

(b) The SBBC district department or district school creating the valid requisition for selected software product(s) and/or service(s) will be responsible for all costs related to said requisition.

(c) SBBC will provide VENDOR with a valid purchase order.

(d) VENDOR shall seek all payment from the respective SBBC district department or district school that created the valid requisition.

(e) The respective SBBC departments or district schools shall pay all proper and appropriate VENDOR invoices within thirty (30) calendar days after receipt of the same invoice.

(f) VENDOR shall submit all invoices to the following address:

The School Board of Broward County, Florida
Accounting and Financial Reporting Department
Attn: Accounts Payable
600 S.E. 3rd Avenue, 7th Floor
Fort Lauderdale, Florida 33301

2.05 **SBBC Disclosure of Education Records**.

(a) SBBC staff will provide VENDOR the education records listed in this section for use of five programs from EPS Operations, LLC (Wordly Wise i3000, iSPIRE, SPIRE STAR, Coach Digital Compass and Reading Assistant) for the following purposes:

1) To provide additional instructional support in reading for SBBC students through VENDOR's instructional tools;
2) To create a user account;
3) To verify user identities;
4) To prevent unauthorized access to user accounts;
5) To support product functionality;
6) To support product updates and enhancement notifications; and
7) To provide customer service support.

(b) SBBC will provide VENDOR with the following education records via the District's integration system:

1) Student First and Last name
2) School Name
3) Class Name (includes subject, course)

4) Grade level

(c) In addition to the education records being disclosed by SBBC Section 2.04(b), students and/ or teachers will input information into VENDOR's Exploros, and Amira, online platforms, including, but not limited to, student-generated content, assessments, writings, and pictures. For Wordly Wise i3000, iSpire, Coach Digital Compass, and Reading Assistant, both students and teachers will be inputting data. For SPIRE STAR only teachers will be inputting data. VENDOR shall comply with the Children's Online Privacy Protection Act of 1998 (COPPA), 15 U.S.C. 6501-6505, and its corresponding Children's Online Privacy Protection Rule, 16 CFR Part 312. In instances where students under the age of thirteen (13) years enter personally identifiable work and information into VENDOR's online platform, or when VENDOR engages in passive tracking of children's personal information, SBBC shall obtain written verifiable consent from each student's parent/guardian as required by COPPA.

(d) VENDOR is considered a "school official" with a legitimate educational interest to receive the aforementioned types of information from SBBC student education records for the purposes listed above. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or student age eighteen (18) or over is needed for any types or purposes of disclosures of education records beyond those listed above.

(e) VENDOR will deidentify SBBC Education Records for the purpose of sharing summary or statistical results related to student performance and overall product efficacy and/or effectiveness with Broward County via email.

(f) The requirements of this section supersede any use of education records or student information as listed in VENDOR's privacy policies.

2.06 **VENDOR Safeguarding Confidentiality of Education Records**.

(a) Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that

require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical, and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall, otherwise be in full be in compliance with Section 1006.1494, Florida Statutes;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including its Privacy Officer and Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) purge education records from any media once the media is no longer in use or is to be disposed.

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and

employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section survives the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.07 **SBBC Disclosure of Employee Records**.

(a) SBBC will provide VENDOR the employee records listed in this section for the following purposes:

1) To create user accounts
2) To verify user identities
3) To prevent unauthorized access to user accounts
4) To support product functionality
5) To support product updates and enhancement notifications, and
6) To provide customer service support.

(b) SBBC will provide the following employee information to VENDOR via the District's integration system:

1) Employee first and last name
2) Employee's school email address
3) Name of school
4) Employee's User Name (employees' school email address)

(c) The requirements of this section shall supersede any use of employee records as listed in VENDOR's privacy policies.

2.08 **VENDOR Safeguarding Confidentiality of Employee Records**.

Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

(a) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

(b) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;

(c) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement;

(d) protect employee records through administrative, physical, and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

(e) notify SBBC immediately upon discovery of a breach of confidentiality of

employee records by telephone at 754-321-0300 (Manager, Information Security), and 754-321- 1900 (Privacy Officer), and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

(f) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to those required by Section 501.171, Florida Statutes; and

(g) be responsible for any fines or penalties for VENDOR failure to meet notice requirements pursuant to federal and/or Florida law. This section survives the termination of all performance or obligations under this Agreement.

2.09 **VENDOR Re-Disclosure of SBBC Education Records and Employee Records.** VENDOR will re-disclose the education records and employee records listed in this agreement to Exploros and Amira for the purpose of technical support, which includes usage data, to enforce product access and security controls, and to conduct system audits and improve protections against the misuse of our products or to detect and prevent fraud and other harmful activities.

2.10 **VENDOR Third Party Confidentiality of Education Records and Employee Records.** For any and all education records and employee records that VENDOR rediscloses to any and all entities with which it contracts or utilizes ("third parties") pursuant to the terms of this Agreement, VENDOR shall ensure that those third parties comply with the terms of this Agreement, including but not limited to the safeguarding requirements of this Agreement. VENDOR shall take any and all responsibility for the negligent act(s) or omissions of any and all third parties that it utilizes to comply with the terms of this Agreement.

2.11 **Auditing of Data Protection Controls**

(a) VENDOR or any of VENDOR's subcontractors with access to SBBC data shall provide an attestation stating the VENDOR and/or VENDOR's subcontractors with access to SBBC data have undergone a third-party audit and the security controls being used are in compliance with acceptable security standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by VENDOR or by any of VENDOR's subcontractors with access to SBBC data under this Agreement.

(b) At a minimum, the audit shall show what controls are used to:

1) protect SBBC against unauthorized access, unauthorized disclosure, and damage;
2) reduce the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data;
3) ensure SBBC student and/or staff personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR'S objectives while also ensuring the data is protected from unauthorized use or disclosure; and

4) monitor compliance with established security controls.

(c) Additionally, the VENDOR and/or the VENDOR's subcontractors with access to SBBC data shall, at minimum, annually complete a third-party assessment of their security controls showing compliance with acceptable security standards and maintain compliance during the agreement. The VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.12 **Inspection of VENDOR Records by SBBC.** VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative (and at SBBC's cost) to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of VENDOR's directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR with reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and or reproduction. Upon receipt of such notice, the parties agree to work together on scheduling such audit or inspection, which shall not be unreasonably delayed.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be

paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents, and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector general or by any other state or federal officials.

2.13 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Office of Academics, Chief The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To VENDOR:	Bids and Contracts Team EPS Operations, LLC 4800 Hampden Lane, Suite 560 Bethesda, Maryland 20814-2930
With a Copy to:	Legal Team EPS Operations, LLC 4800 Hampden Lane, Suite 560 Bethesda, Maryland 20814-2930

2.14 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any

subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.15 **Background Screening**. VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.16 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall 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 the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the

Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC 's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.17 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.18 **Insurance Requirements**.

VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits of not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(c) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(d) Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit VENDOR sufficient time to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(e) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave, Fort Lauderdale, Fl.

(f) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(g) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this agreement.

2.19 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.20 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant

to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is one million dollars ($1,000,000) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.21 **Annual Appropriation**. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.22 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.23 **Proprietary Information**.

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their

confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to public records requests except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.24 **Affidavit Regarding the Use of Coercion for Labor and Services.** Pursuant to Section 787.06(13), Florida Statutes, all nongovernmental entities executing, renewing, or extending a contract with SBBC must provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury stating that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject a nongovernmental entity to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if a nongovernmental entity is found to have submitted a false affidavit.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds, or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida, and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the

jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the Effective Date.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Lori, Alhadeff, Chair

Date: November 13, 2024.

ATTEST:

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

Maya Moore

Digitally signed by Maya Moore
Reason: EPS Agreement
Date: 2024.10.29 08:50:36 -04'00'

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

EPS Operations, LLC

ATTEST:

By _____

_____, Secretary

Print Name: Brent Goodman

-or-

Title: Bids and Contracts Manager

_____
Witness

Date: 10/28/2024

_____
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF New York

COUNTY OF Queens

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 28th day of October 2024 (*date*) by Brent Goodman (*name of officer or agent, title of officer or agent*) of EPS Operations, LLC (*name of corporation acknowledging*), a Delaware (*state or place of incorporation*) corporation, on behalf of the corporation. He/she☐ is personally known to me or has produced Driver's License (*type of identification*) as identification and who ☑did/☐did not first take an oath this 28th day of October, 2024.

My Commission Expires: May 22, 2027

_____
Signature – Notary Public

Leora Katayev
Notary's Printed Name

(SEAL)

LEORA KATAYEV
NOTARY PUBLIC
STATE OF NEW YORK
QUALIFIED IN
QUEENS COUNTY
No. 01KA0008383

01KA0008383
Notary's Commission No.

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

EPS OPERATIONS, LLC
(hereinafter referred to as "VENDOR"),
whose principal place of business is
4800 Hampden Lane, Suite 560, Bethesda, Maryland 20814

A. **WHEREAS**, SBBC and VENDOR entered into an Agreement that commenced on November 13, 2024, and expires on July 31, 2026 (hereafter "Agreement").

B. **WHEREAS**, VENDOR is a provider of downloadable educational software and instructional materials in reading, literacy, language arts, and math such as: Wordly Wise i3000 , iSPIRE, SPIRE, SPIRE STAR, SPIRE Foundations, Coach Digital Compass, Reading Assistant, and FL B.E.S.T. Performance Coach, which engage all students with interactive learning activities including vocabulary instruction, intensive reading interventions, digital manipulatives, and lessons to assist SBBC students with educational learning opportunities; and

C. **WHEREAS**, the Agreement permits two (2) additional one (1) year extension periods; and

D. **WHEREAS**, SBBC and VENDOR wish to exercise the first of the two (2) options to extend the Agreement term for a period of one (1) year from August 1, 2026, through July 31, 2027, and amend certain provisions of the Agreement through this First Amendment to Agreement.

E. **WHEREAS**, pursuant to SBBC Policy 3800, III (D) and (E), as authorized by Florida Administrative Code Rule 6A-1.012 11(b) and 14, the requirement of requesting competitive solicitations from three or more sources is waived for the purchase of educational services and any type of copyrighted materials including, without limitation, computer software, and for information technology.

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

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement**. Pursuant to Section 2.01 of the Agreement, the term of the Agreement is hereby extended from August 1, 2026 ("Effective Date") through July 31, 2027, unless terminated earlier pursuant to Section 3.05 of the Agreement.

3. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

I. The following provisions replace the respective provisions in sections 2.03(a), 2.06, 2.08, 2.09, 2.11, and 2.13 in the Agreement, by interlineation, as follows:

2.03 **Cost of Services**.

(a) The cost to SBBC for the commodities and/or services under this First Amendment of Agreement shall be as listed below for the period of August 1, 2026, through July 31, 2027. All costs listed below shall be prorated for software products and services for any time period of less than the full twelve (12) month time period term of this Agreement. The total amount of each order of software shall be appropriately set forth in the applicable VENDOR sales order quote based upon the prices listed and described in this section.

	Product	Cost	Notes
(a)	Wordly Wise i3000	$16.99 per student	Price reduces to $13.50 per student when purchasing for more than 200 students
(b)	iSPIRE	$75.99 per student	
(c)	S.P.I.R.E. S.T.A.R.	$4.49 per student	
(d)	Florida Coach Digital Compass Enhanced ELA	$5,196.49 per school site	
	Florida Coach Digital Compass Enhanced Math	$5,196.49 per school site	
	Florida Coach Digital Compass Enhanced ELA + Math	$8,083.99 per school site	

	Florida Coach Digital Compass Science Add-On Grades 6 - 12	$1,153.99 per school site	
	Florida Summer School Coach Digital Compass Math	$1,443.99 per school site	
	Florida Summer School Coach Digital Compass ELA	$1,443.99 per school site	
	Florida Summer School Coach Digital Compass ELA + Math	$2,598.99 per school site	
(f)	Reading Assistant - Assessment and Practice	$20.00 per Student	
	Reading Assistant - Practice	$12.00 per Student	
(g)	Reading Assistant for SPIRE - Assessment and Practice	$20.00 per Student	
	Reading Assistant for SPIRE - Practice	$12.00 per Student	
(h)	Reading Assistant for Accelerator - Assessment and Practice	$13.00 per Student	
(i)	Wordly Wise student book	$13.49 per student	Gr 2-5
	Wordly Wise teacher edition	$90.99 per teacher	Gr 2-5
	Wordly Wise Class Set	$388.99 per 25 students	Gr 2-5 Set includes 25 student books and 1 teacher guide
(j)	FL B.E.S.T. Performance Coach student workbook	$15.99 per student	Gr 3-5 Available ELA and Math
	FL B.E.S.T. Performance Coach teacher edition	$19.99 per teacher	Gr 3-5 Available ELA and Math

	FL B.E.S.T. Performance Coach class set	$399.99 per 25 students	Gr 3-8 Set includes 25 student books and 1 teacher guide
(k)	SPIRE (Specialized Program Individualizing Reading Excellence) Single Level Kit	$403.99 per teacher	Available levels 1-6
	SPIRE (Specialized Program Individualizing Reading Excellence) Multi-level kit Levels 1-3	$1,071.99 per teacher	
	SPIRE (Specialized Program Individualizing Reading Excellence) Multi-level kit Beg-Level 2	$985.99 per teacher	Sounds Sensible, Level 1, Level 2
	SPIRE (Specialized Program Individualizing Reading Excellence) workbook	$25.49 per student	Available Levels 1-6
	SPIRE (Specialized Program Individualizing Reading Excellence) Student manipulatives kit	$57.49 per student	
(l)	SPIRE Foundations: Sounds Sensible kit	$440.49 per teacher	
	SPIRE Foundations: Sounds Sensible workbook	$6.99 per student	
	SPIRE Foundations: Sounds Sensible Traffic Light Handwriting Chart Student Edition	$5.49 per student	
	SPIRE Foundations: Sounds Sensible	$26.49 per teacher	

	Traffic Light Handwriting Chart Teacher Edition		

2.06 **VENDOR Safeguarding the Confidentiality of Education Records.**

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

4) Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2) Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

3) Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

4) Fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

5) Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

6) Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

7) Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

8) Purge education records from any media once the media is no longer in use or is to be disposed; and

9) Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

(c) Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section,

including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

(d) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.08 **VENDOR Safeguarding the Confidentiality of Employee Records.**

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) Fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records; and

2) Hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law; and

3) Only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

4) Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) Protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information; and

2) Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary

notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

3) Prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

4) Be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

(c) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.09 **VENDOR Re-Disclosure of SBBC Education Records**

VENDOR will re-disclose the education records listed in this First Amendment to Agreement to the following recipients for the purposes listed:

RECIPIENT	PRODUCTS	PURPOSE
Exploros, Inc.	Wordly Wise i3000 iSpire Spire Star	Platform Provider and Operator
Amazon Web Services	Wordly Wise i3000 iSpire Spire Star Reading Assistant	Hosting Provider
Amira, Inc.	Reading Assistant	Platform Provider and Operator

2.11 **Assessment of Data Protection Controls.**

(a) VENDOR or any of VENDOR's subcontractors with access to SBBC data shall provide an attestation stating VENDOR and/or VENDOR's subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by VENDOR or any of VENDOR's subcontractors with access to SBBC data under this Agreement.

(b) At a minimum, the audit shall show what controls are utilized for all of the following actions:

1) Protecting SBBC against unauthorized access, unauthorized disclosure, and damage;

2) Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data;

3) Ensuring SBBC student and/or staff personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR's objectives while also ensuring the data is protected from unauthorized use or disclosure; and

4) Monitoring compliance with established security controls.

(c) VENDOR and/or VENDOR's subcontractors with access to SBBC data under this agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.13 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Office of Academics, Chief The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To VENDOR:	Legal Department EPS Operations, LLC 4800 Hampden Lane, Suite 560 Bethesda, Maryland 20814-2930
With a Copy to:	Legal Team EPS Operations, LLC 4800 Hampden Lane, Suite 560 Bethesda, Maryland 20814-2930

4. Payment. Shall follow section 2.04(a)-(f) of the Agreement.

5. **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

a) the First Amendment to Agreement; then
b) the Agreement.

6. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

7. **Authority**. Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement on the date of last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Sarah Leonardi, Chair

ATTEST:

Date _____

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

Nicole Vele GrayRobinson, P.A. as Cadre Counsel for
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR VENDOR:

(Corporate Seal)

ATTEST:

EPS OPERATIONS, LLC

By Brent Goodman
Signature

Printed Name: Brent Goodman

Title: Bids & Contracts Manager

Corporate Secretary Signature

-or-

Marie Kalisch
Witness Signature

Matthew kaylie
Witness Signature

STATE OF New York

COUNTY OF Queens

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23rd (*date*) by April, 2026 (*name of officer or agent, title of officer or agent*) of Brent Goodman (*name of corporation acknowledging*), a Delaware (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or has produced Driver's License (*type of identification*) as identification and who did/did not first take an oath this 23rd day of April, 2026.

My Commission Expires:

(SEAL)

LEORA KATAYEV NOTARY PUBLIC STATE OF NEW YORK QUALIFIED IN QUEENS COUNTY No. 01KA0008383

Leora Katayev
Notary Public Signature

Leora Katayev
Printed Name of Notary

01KA0008383
Notary's Commission No.

My commission expires on May 22, 2027

This notarial act was an online notarization

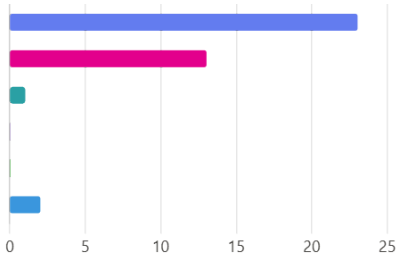
Responses Overview

Active

Responses	Average Time	Duration
39	05:59	86 Days

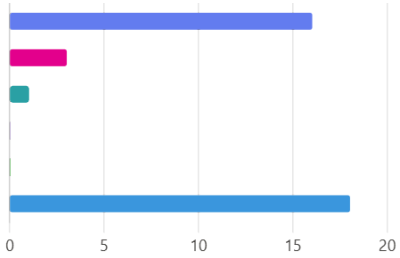
1. How effective is Wordly Wise in increasing student achievment at your school?

Very effective	23
Somewhat effective	13
Neither effective nor ineffective	1
Somewhat ineffective	0
Very ineffective	0
NA	2



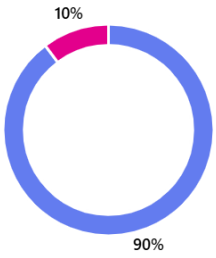
2. How effective is Performance Coach in increasing student achievement at your school?

Very effective	16
Somewhat effective	3
Neither effective nor ineffective	1
Somewhat ineffective	0
Very ineffective	0
NA	18



3. Would you like to have access to Wordly Wise or Performance Coach next year?

Yes	35
No	4



Responses Overview

Active

Responses	Average Time	Duration
68	04:57	105 Days

1. School

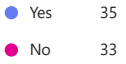
67
Responses

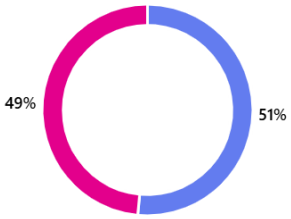
Latest Responses
"Riverglades Elementary"
"Pompano Beach Elementary"
"Nova Blanche Forman Elementary"
...

49 respondents (73%) answered Elementary for this question.



2. Are you planning on purchasing any materials from EPS (Wordly Wise or Performance Coach) for the 26-27 school year?





3. If yes, approximately how much money do you anticipate spending on these materials?

48
Responses

Latest Responses
"$2,000"
"5,000"
"5,000"
• • •

2 respondents (4%) answered 5000 for this question.



Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-7.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

AGR25-138 – Transition Deferment Program (ARC Broward)

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and ARC Broward Inc., with a budget authority in the amount of $4,699,385. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Agreement

FINANCIAL IMPACT:

$4,699,385. The funds for transition services are Full-Time Equivalent generated dollars from Exceptional Student Education (ESE) Special Programs General Funds.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 4: College & Career Readiness **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jul 14, 2026

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

AGR25-138 – Transition Deferment Program (ARC Broward)

Board Meeting Date: July 28, 2026

Requested Action:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and ARC Broward Inc., with a budget authority in the amount of $4,699,385.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	Florida School Districts are required to develop and implement policies that align with state law regarding diploma deferment for students with disabilities. Deferment programs are provided to students with disabilities under Policy 4800. Local School Boards must ensure that: • Individualized Education Plan (IEP) teams discuss diploma options, including deferment, beginning in high school (or at age 14 when transition planning begins). • The student's intent to defer or accept the standard diploma is documented in the IEP. • Eligible students who choose to defer are provided continued Free Appropriate Public Education (FAPE) and transition services until age 21 (or until age 22, depending on birthday and District implementation). • The authority for School Boards to implement and govern these policies comes from state statutes governing exceptional student education (ESE) and high school graduation requirements. Districts must adopt procedures consistent with state law, but may design their own extended transition programming models.
Statutory Requirement	Florida law specifically authorizes diploma deferment for eligible students with disabilities under **Florida Statute §1003.4282(9)(c).** This statute allows a student with a disability who has met the requirements for a standard high school diploma to defer receipt of the diploma in order to continue receiving special education and related services.

	In addition, **Florida Statute §1003.5716 r**equires transition planning beginning no later than age 14, and mandates documentation in the IEP regarding: • Postsecondary goals • Diploma pathway • The option to defer receipt of the standard diploma **Under these statutes:** • Deferment applies only to students with disabilities who have an active IEP. • The decision to defer must be made by the student (or parent, if under 18) in consultation with the IEP team. • Services may continue until the student ages out of eligibility for FAPE. Further, Florida Statute 1003.5716 emphasizes the importance of coordinated transition planning and interagency collaboration to support students with disabilities as they move from school to adult services.
If the School Board votes "Yes"	• SBBC can provide educational and related services for children with disabilities as per the student's Individualized Education Plan (IEP) and will meet the State Board of Education rule 6A-6.0361 (F.A.C.) contractual requirements. Students will have the opportunity to participate in the deferment program at ARC. ARC Broward offers a continuum of supports for individuals with disabilities across the lifespan, including group homes, supported living services, adult day programming, and employment supports. Students enrolled in this deferment program gain early exposure to these adult services and establish connections with the agency prior to exiting the school system. This provides them with a critical pathway to services that are often waitlisted.
If the School Board votes "No"	• SBBC will not be able to provide education and related services for children with disabilities as per the student's IEP and will not meet the State Board of Education rule 6A-6.0361 requirements. Students will not have the opportunity to participate in the ARC transition deferment program. This would significantly impact students with disabilities who require intensive transition support to successfully move from school to adult life. Students would miss out on ARC's specialized transition expertise, community-based learning environments, and connections to adult service providers that cannot be fully replicated within traditional school-based programs.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 4: College and Career Readiness • Guardrail: Equity
Measurable Outcome(s)/Return on Investment	By the end of the academic year, the program will increase positive postsecondary outcomes for 24 participating students

	with disabilities by improving their readiness for employment, post-secondary education or training, and independent living. • At least 14 of the 24 students (≈60%) will obtain competitive integrated employment, a paid internship, or a work-based learning placement, increasing the current success rate, where fewer than half of the students achieve employment outcomes. • (≈40%) of students aging out or ending deferment will enroll in postsecondary education, career training, or a credentialing program aligned with their career goals. • At least 19 of the 24 students (≈80%) will demonstrate measurable improvement in independent living skills, including time management, organization, financial literacy, transportation use, and household responsibilities, as measured through transition assessments and progress monitoring.

Background/History:
SBBC has maintained a contractual partnership with ARC Broward for the past 12 years to provide a Transition Deferment Program for students with disabilities who defer receipt of their high school diploma. Approximately 24 students participate annually.

Through this partnership, students receive structured transition services that support their movement from school to adult life. The program focuses on job training, self-determination, self-advocacy, executive functioning, independent living skills, community-based experiences, and individualized transition planning. Students are also connected with adult service agencies and community resources that will support them after exiting the school system.

This Agreement provides classroom, vocational, and community-based instruction to students with disabilities enrolled in the Transition Deferment program and ARC. Students develop work-readiness skills through community-based learning, strengthen independent living skills, and build self-determination, self-advocacy, and social skills. The program also provides career exploration opportunities through ARC Broward's industry certificate programs, including entry-level culinary arts and other workforce programs.

Under the Individuals with Disabilities Education Act (IDEA), SBBC is required to provide Transition Services to students with disabilities. Transition Services are defined as a coordinated set of activities that support assessment, planning, education, and community experiences for students with disabilities beginning at age 14, with the goal of promoting positive adult outcomes.

Through this Agreement, ARC Broward provides community-based transition services that align with National Transition Standards and benchmarks. The contract operates on a per-student funding structure and includes transportation as an essential support service to ensure students' access to the program activities.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	August 1, 2026, through July 31, 2031.
Multi-Year Agreement:	Yes, this is a five-year Agreement
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Pursuant to Purchasing Policy 3800, III (D), and Rule 6A-1.012(11)(b), Florida Administrative Code, competitive solicitations are not required for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency, or a recognized educational institution.

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. The estimated financial impact to the District will be $4699,385. The annual Transition Deferment Program cost will not exceed $801,376, based on Matrix 255, and transportation costs will not exceed $138,504, for a combined total of $939,877. The funds for transition services are Full-Time Equivalent generated dollars from Exceptional Student Education (ESE) Special Programs General Funds. The source of funds for transportation services is included in Transportation's Operating Budget. This Agreement reflects a not-to-exceed funding structure on a "per-student" allocation.
2. This request is based on the possibility of every student receiving a 255 Matrix-Level Service (the highest-level support for a student with a disability). User Department: ESE; Award Amount will not exceed: $939,877, to ARC Broward, Inc.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**

8/1/2026 – 7/31/2031	5 years	$4,699,385

Budget Authority Request(s)

This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
FY27	1 year	ESE General Funds Transportation Operating Budget	$801.373 $138.504	Y

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY28	1 year	ESE General Funds Transportation Operating Budget	$801.373 $138.504
FY29	1 year	ESE General Funds Transportation Operating Budget	$801.373 $138.504
FY30	1 year	ESE General Funds Transportation Operating Budget	$801.373 $138.504
FY31	1 year	ESE General Funds Transportation Operating Budget	$801.373 $138.504

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	All SBBC students are eligible to apply for ARC Broward's Transition Deferment Program. However, district-provided transportation is currently limited to students enrolled at the following schools: J.P. Taravella High School, Piper High School, Coconut Creek High School, Coral Glades

	High School, Coral Springs High School, Monarch High School, Marjory Stoneman Douglas High School, and Plantation High School. However, any student who can access their own means of transportation can apply and defer into ARC's transition deferment program.
School Selection /Prioritization	Admission to ARC Broward's Transition Deferment Program is a structured process designed to ensure appropriate student placement and program readiness. Students are first referred to the program through their Individualized Education Program (IEP) team. Following referral, a minimum of two transition assessments are conducted by the high school Exceptional Student Education (ESE) teacher to evaluate the student's readiness, needs, and postsecondary goals. Based on assessment results, eligible students are invited to participate in an interview. The interview is conducted collaboratively by ARC Broward staff, a District Transition Specialist, and a District Job Coach. A standardized rubric is used to evaluate each candidate. Upon completion of the interview process, students may be accepted into the program or provided with recommendations for alternative programs that better align with their needs. Due to program capacity, enrollment is limited to 24 students. As a result, interviews are scheduled based on the number of available seats. Eligible students must meet the following criteria: • Be enrolled in an educational program contracted by SBBC • Have met all graduation requirements • Elect to defer receipt of their standard high school diploma in order to participate in an SBBC Transition Deferment Program, as documented in the student's Individualized Education Program (IEP). • Reside within the attendance boundaries of the following high schools: J.P. Taravella High School, Piper High School, Coconut Creek High School, Coral Glades High School, Coral Springs High School, Monarch High School, Marjory Stoneman Douglas High School, and Plantation High School Students who are otherwise eligible but reside outside of these designated school boundaries may be considered; however, acceptance is contingent upon approval from ARC Broward Transportation Services.
Community/ Stakeholder Engagement	The continuation of this partnership with ARC Broward's Transition Deferment Program has been thoughtfully guided by meaningful stakeholder engagement and direct input from those we serve. Feedback has been consistently gathered from students with disabilities, parents and guardians, and valued community partners to ensure the program remains responsive and impactful. Additionally, fostering strong connections to community agency resources and programs is a vital component of comprehensive transition services and a shared responsibility. Through continued collaboration, we can better support

	students in achieving successful and sustainable transitions into adulthood.
End-User Input	Families consistently express the need for continued, structured transition services beyond traditional high school graduation to better prepare students for adulthood. Student input consistently reflects a strong desire to participate in programs located outside of the traditional high school campus environment. This feedback highlights a critical and ongoing need to expand meaningful post-secondary options for young adults with significant disabilities as they exit SBBC. Providing access to community-based and campus-based transition programs better aligns with students' goals for independence, real-world experience, and continued growth beyond high school, ultimately supporting improved outcomes in employment, post-secondary education, and independent living. Strengthening access to these opportunities is essential to improving long-term outcomes for adults with disabilities transitioning into adult agency programs, which often have long waitlists. Fostering strong connections to community agency resources and programs can help overcome these barriers.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Agreement

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	AGR25-138	**Preparation Date:**	May 28, 2026
Previous Bid # (Ex: 10-004R):	FY24-033	**Buyer/PA:**	DAISY CHENTES-HERNANDEZ
New Bid Award Total:	$4,699,385	**Bid Title:**	Transition Deferment Program with ARC Broward
Previous Award Total:	$2,451,491		
Bid Type:	REPLACEMENT BID		
Previous Bid Term (Start Date):	8/1/2023	**New Bid Term (In Months):**	60
Previous Bid Term (End Date):	7/31/2026	**# of Months Into Bid:**	33

SPEND REPORTING	
Purchase Order(s) Spend:	$558,748
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$558,748**
Average Monthly Expenditure:	$16,932
Unused Authorized Spending:	**$1,892,743**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
100998-ARC BROWARD INC	N/A		$ 558,748
	PO VENDOR SPEND:		**$ 558,748**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 558,748**

NOTES (Type Below):

Certification Types*

Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	3709155010	**Name** (First & Last)	Sabrina Sheib
Fund	1000	**Title**	Director
Functional Area	5000630200000000	**Department/School Name**	ESE/Curriculum
Commitment Item	53000000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	Prepared on:	5/28/2026

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),

a body corporate and political subdivision of the State of Florida,

whose principal place of business is

600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

ARC BROWARD, INC.

(hereinafter referred to as "ARC BROWARD"),

whose principal place of business is

10250 Northwest 53rd Street

Sunrise, FL 33351

RECITALS

WHEREAS, ARC BROWARD is a non-profit organization who has been serving Broward County since 1956, and whose mission is to strengthen our community by empowering people with disabilities to grow, develop, and thrive; and

WHEREAS, ARC BROWARD has the capability of providing classroom, vocational and community-based instruction to SBBC students with disabilities to train and develop independence in the areas of vocational skills development, community functioning skills, daily living skills, employability skills, travel training, social and communication pragmatics, in addition to providing post-transition access to ARC BROWARD'S post-secondary vocational training programs, including but not limited to, animal care, entry-level culinary arts, healthcare operations, hospitality operations, and material handling; and

WHEREAS, SBBC recognizes the advantages of working cooperatively with community agencies to increase the number of transition students with disabilities who return for a free and appropriate public education (FAPE), ages eighteen (18) through twenty-one (21), and who receive special education transition services in community-based training activities; and

WHEREAS, Rule 6A-1.012, 11(b), Florida Administrative Code and School Board Policy 3320, Section II.H, the requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), Florida Statutes, for the purchase of educational services.

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

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement.** The term of this Agreement commences on August 1, 2026 ("Effective Date") and concludes on July 31, 2031, unless terminated earlier pursuant to the Termination section 3.5 of this Agreement.

2.2 **SBBC Disclosure of Education Records.**

2.2.1 SBBC employees shall provide ARC BROWARD with the education records listed in this section for the following purposes:

2.2.1.1 to provide a transition deferment program for students to gain career planning skills and independent life skills to assist in meeting their post-secondary goals. These students have met all graduation requirements but show the need to continue Exceptional Student Education (ESE) support and services including transition services to help students successfully transition into adult life;

2.2.1.2 for the development and implementation of a Transition Individual Educational Plan (TIEP)

2.2.1.3 progress monitoring of post-secondary goals; and

2.2.1.4 implementing community-based instruction.

2.2.2 SBBC shall provide ARC BROWARD with the following education records, via the SBBC Focus Electronic Records Management System (Focus), access to which shall be limited only to records of SBBC students enrolled in the specified programs and limited to staff involved in developing and implementing the Individual Education Plan (IEP) and providing the services listed in this Agreement:

2.2.2.1 Student last and first name;

2.2.2.2 IEP, which may include medical information;

2.2.2.3 Consent for Evaluation/Re-evaluation;

2.2.2.4 Functional Behavior Assessment/Positive Intervention Plan Behavior;

2.2.2.5 Any other document necessary for the provision of Free Appropriate Public Education (FAPE);

2.2.2.6 Academic Progress Notes/Reports; and

2.2.2.7 Medical records (including, but not limited to types of medication, diagnosed illness, and diagnosed disability).

2.2.3 In addition to the education records listed in this section, parents/guardians shall electronically complete the SBBC Meal Benefit Disclosure Form, indicating the student has

been approved for Free or Reduced meals and giving SBBC permission to use student's Free and Reduced Lunch eligibility for specific programs. The school administrator or designee has access to the names of the students and specific programs within the school if the parents/guardians have completed the Meal Benefit Disclosure Form. The school administrator or designee shall give this information to the Provider for eligible students.

2.2.4 In addition to the education records listed in this section, student and parents shall also provide information directly to ARC BROWARD staff, via hard copy or encrypted email, to coordinate round-trip transportation provided by ARC BROWARD. This information may include:

2.2.4.1 whether or not the student can be dropped off if no one else is home;

2.2.4.2 desired frequency and schedule of services;

2.2.4.3 contact phone number;

2.2.4.4 address of pick-up and drop-off; and

2.2.4.5 other special consideration notes.

2.2.5 SBBC shall obtain written consent from each student's parent/guardian or student age eighteen (18) or older prior to providing ARC BROWARD with the education records listed in this section.

2.2.6 The requirements of this section supersede any contrary use or disclosure provisions in ARC BROWARD's privacy policies, if any.

2.3 **ARC BROWARD Safeguarding the Confidentiality of Education Records**.

2.3.1 Privacy. Notwithstanding any provision to the contrary within this Agreement between The School Board of Broward County, Florida and ARC BROWARD, ARC BROWARD shall:

2.3.1.1 fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2.3.1.2 hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

2.3.1.3 utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.3.1.4 notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at

privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.3.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, ARC BROWARD shall:

2.3.2.1 ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

2.3.2.2 safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

2.3.2.3 notify the SBBC Director of Information Security and Assurance immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

2.3.2.4 fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff, to resolve any privacy investigations and concerns in a timely manner;

2.3.2.5 prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

2.3.2.6 be responsible for any fines or penalties resulting from failure to comply with federal or Florida breach notice requirements;

2.3.2.7 provide SBBC with the name and contact information of its employees who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with security breach of confidentiality of education records;

2.3.2.8 purge education records from any media once the media is no longer in use or is to be disposed; and

2.3.2.9 return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.3.3 **Liability**. ARC BROWARD shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

2.3.3.1 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.4 **HIPAA Compliance**. ARC BROWARD acknowledges that the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") (HIPAA and HITECH Act are collectively referred to herein as "HIPAA") protect the privacy of protected health information ("PHI") and may be applicable to student records in certain circumstances; and shall enter into SBBC's HIPAA Business Associate Agreement ("BAA") attached as **Attachment "A**." PHI may be used and disclosed only in compliance with HIPAA.

2.5 **Instruction.** For each contract year ARC BROWARD shall:

2.5.1 Provide a one hundred and eighty (180) day full-time instructional program following the SBBC school calendar starting on August 3, 2026, through June 1, 2027, for eligible transition students with disabilities ages 18 through 21. Transition students shall attend the instructional program as specified on the TIEP. Full-time programs are scheduled for a minimum of twenty-five (25) hours per week (unless the vacation schedule prohibits a full week's instruction). ARC BROWARD shall provide six (6) early release days to coincide with SBBC approved annual school calendar and implement a program of staff development activities on those days;

2.5.2 provide one instructional area per twelve (12) transition students;

2.5.3 provide two (2) instructional areas comprised of twelve (12) students per area, not to exceed a total of twenty-four (24) students deferred in the transition classes. ARC BROWARD shall ensure that pupil/instructional ratios do not exceed four (4) to one (1) for transition students. Exceptions to these ratios shall be mutually agreed upon by the ARC BROWARD's President/CEO and SBBC Director of Exceptional Student Education or designee;

2.5.4 provide appropriate facilities, classroom equipment, instructional and evaluation materials and supplies that are age appropriate for transition students with disabilities who are age eighteen (18) through twenty-one (21) to provide services required under this contract;

2.5.5 provide daily custodial services to keep the classrooms clean and disinfected;

2.5.6 disseminate information received by SBBC about parent education programs and support groups for parents of students with disabilities transitioning to adult living and notify parents/guardians of students in the ARC BROWARD's transition program of the availability of training opportunities and parent support groups;

2.5.7 comply with SBBC's current Special Programs and Procedures document, procedures for Due Process, procedural safeguards and the protection of confidentiality of student records and assure that parents are provided with access to and copies of their child's records; and

2.5.8 report the attendance of the students as directed by the principal who is responsible for reporting the FTE and maintaining audit documentation. In addition, quarterly reports on the student's progress in meeting the educational goals, with the final quarter being the annual summary, shall be developed for each student and maintained at the Agreement site for review, including a Summary of Performance document when students age out and exit the program upon request, by appropriate school SBBC personnel. The form of the report shall be agreed upon by ARC BROWARD and SBBC.

2.6 **Transportation.** ARC BROWARD shall provide pupil transportation services to eligible students and shall organize, coordinate, administer, supervise, and operate pupil transportation services as follows:

2.6.1 Provide pupil transportation services for transition students:

2.6.1.1 from the student's official pickup point to ARC BROWARD;

2.6.1.2 provide return transportation from ARC BROWARD to the student's official pickup point or to a location specified and agreed to by the students' parents or guardians;

2.6.1.3 from ARC BROWARD to community-based instruction sites; and

2.6.1.4 provide return transportation from community-based instruction sites to ARC BROWARD.

2.6.2 Provide pupil transportation services in compliance with the following provisions:

2.6.2.1 vehicles shall be owned and operated by or contracted by ARC BROWARD. Owned and operated vehicles may include passenger vans and cars;

2.6.2.2 drivers and attendants and all personnel who ride on or who shall be in attendance on the vehicle at the time students are on the vehicle shall be an employee or volunteer at ARC BROWARD and receive clearance from SBBC through fingerprinting and security checks or other security clearance procedures; and

2.6.2.3 individual employees assigned to drive at the time students are on the vehicle shall be licensed by the Florida State Department of Highway Safety and Motor Vehicles, Driver's License Division to operate a vehicle of this size and type.

2.6.3 ARC BROWARD shall follow policies and procedures concerning the transportation of students and ensure that appropriate personnel are given an orientation regarding these procedures. ARC BROWARD's policies and procedures shall not conflict with any policy or procedure of SBBC.

2.6.4 ARC BROWARD shall meet all insurance requirements of SBBC and the state of Florida and agree to maintain insurance in accordance with the following:

2.6.4.1 Auto Liability Insurance with bodily injury limits of no less than $1,000,000 per occurrence. SBBC shall be named as an additional insured;

2.6.4.2 Worker's Compensation and Employer's Liability Insurance with statutory limits; and

2.6.4.3 shall contain a Hold harmless clause.

2.6.4.4 ARC BROWARD shall provide vehicles:

2.6.4.4.1 equipped with seatbelts, or wheelchair securement devices (where appropriate), which are always used to secure students while being transported; and

2.6.4.4.2 maintained to Original Equipment Manufacturers (OEM) standards and comply with the requirements of Chapter 234, Florida Statutes, Transportation of School Children.

2.6.4.5 ARC BROWARD shall make its personnel available at a time and in a place stipulated by SBBC for in-service training of vehicle drivers and/or attendants. This in-service training shall not exceed eight (8) hours in any one (1) year exclusive of travel time to and from the training.

2.6.4.6 Special provisions for ARC BROWARD providing this transportation service shall be those listed below:

2.6.4.6.1 Eligible students shall be those students who are enrolled in the educational program contracted by SBBC who live within the following high school boundaries: J.P. Taravella, Piper, Coconut Creek, Coral Glades, Coral Springs, Monarch, Stoneman Douglas, and Plantation. Any students considered for ARC BROWARD's transition services who do not live within the boundaries of any of the above-mentioned high schools would require approval from the (ARC) Transportation Services.

2.6.4.7 ARC BROWARD shall provide from FTE survey counts using the same forms and providing the same information as that required of vehicle drivers serving the public schools.

2.6.4.8 If ARC BROWARD purchases a management letter as part of an annual audit the management letter shall be received by SBBC one hundred and twenty (120) days following the close of the fiscal year.

2.6.4.9 The operating school calendar shall be the same as the operating calendar of SBBC for high schools during the regular term.

2.6.4.10 ARC BROWARD shall accommodate the special needs of students being transported. Special needs are defined as lifts, assistance in entering and exiting a vehicle and adequate care and supervision of all students while in the vehicle, and with attendants on the vehicles where appropriate.

2.6.4.11 ARC BROWARD shall take special care to ensure the time limit spent on the vehicle is not excessive. No student should be required to spend time in excess of one (1) hour on each one-way trip.

2.6.4.12 ARC BROWARD shall modify routes as student demographics change and shall notify students and parents of all route changes.

2.6.4.13 Termination of transportation services for a student shall be consistent with the requirements for termination from the education program for which SBBC is contracting.

2.6.4.14 ARC BROWARD shall maintain all vehicles in a safe operating condition as determined by the State of Florida Highway Patrol. SBBC reserves the right to halt all processing of payments due under this Agreement until deficiencies in the safety of the vehicles are corrected.

2.6.4.15 ARC BROWARD drivers shall maintain, on the vehicle, an updated list of all students assigned to the vehicle. This list shall contain as a minimum the name, address, telephone number, emergency telephone number, address, and the special needs of the student.

2.6.4.16 ARC BROWARD shall ensure that all students and their families are notified of all changes in the route.

2.6.4.17 ARC BROWARD shall complete the FTE transportation survey.

2.6.4.18 As it relates to motor vehicle records when hiring vehicle operators for the purpose of transporting students, ARC BROWARD shall require vehicle operators:

2.6.4.18.1 License to be checked at the initial time of employment

2.6.4.18.2 License to be checked quarterly throughout the school year

2.6.4.19 As it relates to drug testing, when employing vehicle operators for the purpose of transporting students, ARC BROWARD shall require vehicle operators to:

2.6.4.19.1 Take a pre-employment drug test

2.6.4.19.2 Undergo random drug testing

2.6.4.19.3 Complete a drug test because of reasonable suspicion

2.6.4.20 ARC BROWARD shall schedule transportation services to accommodate six (6) approved early release days.

2.7 **Staff, Training and Management.**

2.7.1 ARC BROWARD shall provide a teacher certified according to State Statutes and Board of Education rules regarding the following: teacher certification and requirements for special funding for students with disabilities. ARC BROWARD shall provide a minimum of one job coach.

2.7.2 ARC BROWARD shall provide administrative supervision of the instructional program, including providing the school system administrator(s) responsible for reporting the instructional and transportation full-time equivalent (FTE) and to fulfill audit requirements for eligible students.

2.7.3 ARC BROWARD shall provide professional development training as needed.

2.7.4 ARC BROWARD shall be responsible for training new staff hired.

2.7.5 ARC BROWARD shall provide supervision and evaluation of the instructional staff.

2.7.6 ARC BROWARD shall provide a substitute teacher during all teacher reported absences.

2.7.7 ARC BROWARD shall complete ARC BROWARDS volunteer registration process for all recurring volunteers assisting students and teachers at ARC BROWARD's site.

2.8 **Transition Individual Education Plans (TIEP).**

2.8.1 ARC BROWARD shall organize, coordinate, and conduct Transition Individual Education Plan (TIEP) staffing's' for students who may be eligible for ARC BROWARD's transition services program for enrollment purposes. ARC BROWARD shall provide a person who is qualified to be the designee of the Director of ESE and who shall attend and be responsible for organizing, coordinating, and conducting all TIEP staffing for potential students with disabilities as well as all interim TIEP reviews and reevaluation meetings.

2.8.2 ARC BROWARD shall make available a meeting room with Internet access and a projector for all TIEP meetings. ARC BROWARD shall use SBBC Focus Electronic Records Management System ("Focus") to access and display the TIEP during such meetings.

2.8.3 ARC BROWARD shall ensure that a TIEP for enrolled students, ages 18 through 21, with specific, measurable educational goals and post-secondary goals, has been established and implemented within an appropriate age educational curriculum to meet each transition student's individualized needs.

2.8.4 ARC BROWARD shall facilitate annual TIEP meetings to ensure all students have current and updated goals and services.

2.8.5 ARC BROWARD shall ensure that parents of students eligible for ARC BROWARD's transition services are invited to participate in the TIEP and Placement staffing's and all TIEP review meetings.

2.8.6 ARC BROWARD shall resolve any complaints or disputes brought to ARC BROWARD by SBBC. Potential methods of resolving disputes include informal meetings, mediation and conferences.

2.9 **Health/Safety Standards and Legal Compliance.**

2.9.1 ARC BROWARD shall secure fire inspections and health, safety, and sanitation inspections annually form agencies having jurisdiction. ARC BROWARD shall comply with local or state standards for the health and safety of the students, whichever are more stringent. Said inspections shall be in strict compliance with handicapped accessibility codes, NFPA 101; Line Safety 101. Section 4A-36, Florida Administrative Code, and State Requirements for Educational Facilities (SREF).

2.9.2 ARC BROWARD shall furnish SBBC's representatives with a copy of the following annual inspections with its submission of its first invoice to SBBC:

2.9.2.1 Broward County Child Care Licensing Report, Fire Department Inspection, Broward County Food Services Inspection and the State of Florida Sanitation Certification

2.9.3 Since these inspections are conducted at different times throughout the year, ARC BROWARD shall send SBBC an updated copy after each new inspection.

2.9.4 ARC BROWARD shall abate any violations cited in the aforementioned reports within the time limits prescribed by the inspecting agency.

2.9.5 ARC BROWARD shall prohibit smoking at the site and ensure that the site is in compliance with the Pro-Children Act of 1994.

2.9.6 ARC BROWARD shall comply with applicable provisions of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, and Section 504 of the Rehabilitation Act of 1973.

2.9.7 ARC BROWARD shall prohibit any policy or procedure that results in discrimination based on age, color, disability, gender, national origin, marital status, race, religion, or sexual orientation.

2.10 **Therapy Services.**

2.10.1 ARC BROWARD shall provide certified and/or licensed occupational therapists or certified occupational therapy assistants (hereinafter referred to as COTA), physical therapists or registered physical therapy assistants (hereinafter referred to as PTA) and speech-language pathologists as needed to implement TIEPs, with no out-of-field waivers permitted. The supervising occupational or physical therapists shall perform all evaluations and attend all TIEP meetings.

2.10.2 ARC BROWARD shall only use its employees to provide these therapy services. ARC BROWARD shall not re-disclose records to third parties.

2.11 **Food Services.**

2.11.1 For the purposes stated in this Agreement under the section named "Health/Safety Standards and Legal Compliance," ARC BROWARD shall hold confirmation from the Florida Department of Agriculture and Consumer Services that ARC BROWARD is approved for the National School Lunch Program and School Breakfast Program.

2.11.2 ARC BROWARD shall ensure that refrigeration is available for students' lunches brought from home.

2.11.3 ARC BROWARD shall ensure that they adhere to the disclosure restrictions on student meal eligibility. Child Nutrition Program (hereinafter referred to as CNPs) are subject to disclosure restrictions imposed by Section 9(b)(6) of the National School Lunch Act (hereinafter referred to NSLA). Student eligibility information cannot be made available to all school officials as a general practice. A program or person may be authorized under the NSLA to receive free and reduced-price eligibility information; however, there must be a legitimate "need to know" to provide a service or carry out an authorized activity.

2.12 **Publicity.**

2.12.1 ARC BROWARD shall identify SBBC's role as a partner in instructional services for transition students with disabilities in any and all public documents, brochures, videos, and newsletters, which are developed for the transition services.

2.13 **ARC BROWARD and SBBC Responsibilities.**

2.13.1 ARC BROWARD designated personnel shall work directly with SBBC Transition Specialist and Job coach. Both parties shall attend monthly ESE specialist's meetings, Transition Professional Development and Deferment committee meetings.

2.13.2 ARC BROWARD personnel and SBBC Transition Specialists shall work collaboratively to inform, interview and recruit students for this program annually.

2.13.3 SBBC and ARC BROWARD shall mutually agree on the methodology, curriculum, transition implementation process, and assessments used to instruct and train transition students with disabilities.

2.13.4 SBBC shall disseminate information to ARC BROWARD about parent education programs and support groups for parents of students with disabilities transitioning to adulthood. ARC BROWARD shall disseminate information and notify parents/guardians of students in the ARC BROWARD transition program of the availability of training opportunities and parent support groups.

2.13.5 SBBC and ARC BROWARD shall work together to share information programming at Transition Resource Fairs, Parent Trainings and Professional Development.

2.14 **SBBC's Responsibilities**

2.14.1 SBBC shall provide ARC BROWARD with an assigned Transition Specialist to provide direct support to the teachers, staff, students and parents.

2.14.2 SBBC shall provide ARC BROWARD staff with access to Transition Resources and information needed to help students and families navigate Transition Services.

2.14.3 SBBC shall provide an approved BCPS calendar to ARC BROWARD prior to the start of each school year.

2.14.4 SBBC shall assist ARC BROWARD with the recruitment process to ensure student enrollment annually

2.14.5 SBBC shall make available to ARC BROWARD students to purchase or to participate in the free and reduced breakfast and lunch program when eligible.

2.14.6 SBBC shall assign an administrator to be responsible for reporting the instructional full-time equivalent (hereinafter referred to as FTE) and maintaining necessary audit documentation.

2.14.7 SBBC shall pay ARC BROWARD monthly and be responsible for maintaining an accurate audit file of funds paid to ARC BROWARD from the generated FTE.

2.14.8 SBBC shall provide technical assistance to ARC BROWARD in interpreting and implementing State Board of Education Rules and School Board policies related to the education and placement of transition students with disabilities.

2.14.9 SBBC shall train ARC BROWARD teachers and paraprofessionals on all transition services and other topics as needed.

2.14.10 SBBC shall provide ARC BROWARD with the updated Matrix funding allocation information annually

2.15 **Cost**.

2.15.1 The total cost to SBBC for the commodities and services under this Agreement shall not exceed Nine hundred and thirty-nine thousand, eight hundred and eighty dollars and 00/100 Cents ($939,880).

2.15.2 If during the term of this Agreement, the State of Florida reduces the amount the SBBC receives under the Florida Educational Finance Program by more than three percent (3%), a pro-rata reduction shall be passed on to the contracting agency. This provision shall remain in force, even if the Agreement is terminated, for a period of one (1) year or until all state audits are conducted, whichever occurs first. The projected total cost to SBBC is not to exceed Nine hundred and thirty-nine thousand, eight hundred and eighty dollars and 00/100 Cents ($939,880).

2.16 **Payment**.

2.16.1 SBBC shall pay ARC BROWARD monthly and be responsible for maintaining an accurate audit file for funds paid to ARC BROWARD from the generated FTE.

2.16.2 SBBC shall pay ARC BROWARD for the FTE generated for each of students determined eligible as transition students with disabilities, according to State Board of Education rules and who are enrolled in and attending the ARC BROWARD exceptional student education transition services program during each of the FTE survey periods. Funding for the first semester shall begin with a projected allocation based on the student enrollment count taken on the tenth day (10th) of the 180-day school calendar for the August and September payments. The total first-semester allocation shall then be adjusted to the number of students eligible during the October FTE Survey week, and the October through December payments shall capture the increase or decrease in the allocation. Funding for the second semester shall begin with a projected allocation based on the number of students eligible during the October FTE Survey week for the January payment. The total second-semester allocation shall then be adjusted to the number of students eligible during the February FTE Survey week, and February through May payments shall capture the increase or decrease. Payment shall be provided for the instructional program, which includes classroom instruction and the therapy services for a maximum of twenty -five (25) hours per student.

2.16.3 Subsequent to the Effective Date of this Agreement SBBC shall issue an appropriate purchase order to ARC BROWARD.

2.16.4 ARC BROWARD shall submit proper and appropriate monthly invoices to SBBC's Director of Exceptional Student Education.

2.16.5 ARC BROWARD shall issue proper and appropriate invoices that contain reference to the month of ESE student services rendered in the Transition Deferment Program at ARC BROWARD.

2.16.6 SBBC shall make payment to ARC BROWARD within thirty (30) calendar days from SBBC's receipt of the proper and appropriate invoice.

2.17 **Assessment of Data Protection Controls**.

2.17.1 ARC BROWARD or any of ARC BROWARD's subcontractors with access to SBBC data shall provide an attestation stating ARC BROWARD and/or ARC BROWARD's subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by ARC BROWARD or any of ARC BROWARD's subcontractors with access to SBBC data under this Agreement.

2.17.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.17.2.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2.17.2.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.17.2.3 Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet ARC BROWARD's objectives while also ensuring the data is protected from unauthorized use or disclosure.

2.17.2.4 Monitoring compliance with established security controls.

2.17.3 ARC BROWARD and/or ARC BROWARD's subcontractors with access to SBBC data under this Agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. ARC BROWARD shall provide SBBC with an attestation of continued compliance by ARC BROWARD and/or ARC BROWARD's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.18 **Inspection of ARC BROWARD's Records by SBBC**. ARC BROWARD shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All ARC BROWARD's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of ARC BROWARD directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

2.18.1 Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to ARC BROWARD's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to ARC BROWARD pursuant to this Agreement.

2.18.2 Notice of Inspection. SBBC's agent or its authorized representative shall provide ARC BROWARD with reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

2.18.3 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to ARC BROWARD's facilities and to any and all records related to this Agreement and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

2.18.4 Failure to Permit Inspection. Failure by ARC BROWARD to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute

grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of ARC BROWARD's claims for payment.

2.18.5 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by ARC BROWARD in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by ARC BROWARD. If the audit discloses billings or charges to which ARC BROWARD is not contractually entitled, ARC BROWARD shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.18.6 Inspection of Subcontractor's Records. If applicable, ARC BROWARD shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods regarding this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by ARC BROWARD to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of Payees' costs from amounts payable by SBBC to ARC BROWARD pursuant to this Agreement and such excluded costs shall become the liability of ARC BROWARD.

2.18.7 Inspector General Audits. ARC BROWARD shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.19 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Diane Eagan Executive Director of ESE Tamarac Elementary 7601 N University Dr, Tamarac, Florida 33321
To ARC BROWARD:	President/CEO 10250 NW 53 Street Sunrise, FL 33351
With a Copy to:	Vice President of Workforce Services 10250 NW 53 Street Sunrise, FL 33351

2.20 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.21 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, ARC BROWARD, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of ARC BROWARD under penalty of perjury stating that ARC BROWARD does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject ARC BROWARD to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if ARC BROWARD is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with ARC BROWARD's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.22 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by ARC BROWARD that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. ARC BROWARD further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. ARC BROWARD acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. ARC BROWARD further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if ARC BROWARD (a) is found to have submitted a false certification, (b) has been placed on the List of

Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if ARC BROWARD is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.23 **Background Screening.** ARC BROWARD shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) shall have direct contact with students, or (c) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of ARC BROWARD's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening shall be conducted by SBBC in advance of ARC BROWARD or its personnel providing any services under this Agreement. ARC BROWARD shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to ARC BROWARD and its personnel. The parties agree that the failure of ARC BROWARD to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit ARC BROWARD to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. ARC BROWARD agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from ARC BROWARD's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.24 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. ARC BROWARD shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, ARC BROWARD shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. ARC BROWARD shall 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 the Agreement's term and following completion of the Agreement if ARC BROWARD does not transfer the public records to SBBC. Upon completion of the Agreement, ARC BROWARD shall transfer, at no cost, to SBBC all public records in possession of ARC BROWARD or keep and maintain public records required by SBBC to perform the services required under the Agreement. If ARC BROWARD transfers all public

records to SBBC upon completion of the Agreement, ARC BROWARD shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ARC BROWARD keeps and maintains public records upon completion of the Agreement, ARC BROWARD shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.25 **Proprietary Information**.

2.25.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.25.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC shall notify the contracting party of the public records request. The notice shall state that the requested materials shall be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and shall not name SBBC as a party to the action, but shall provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.26 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.26.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.26.2 By ARC BROWARD. ARC BROWARD agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by ARC BROWARD, its agents, servants, or employees; the equipment of ARC BROWARD, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of ARC BROWARD or the negligence of ARC BROWARD's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by ARC BROWARD, SBBC, or otherwise.

2.27 **Insurance Requirements**. ARC BROWARD shall comply with the following insurance requirements throughout the term of this Agreement:

2.27.1 General Liability. ARC BROWARD shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 General Aggregate; and limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

2.27.2 Professional Liability/Errors & Omissions. ARC BROWARD shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000.00 per occurrence covering any services provided under this Agreement.

(a) Cyber Liability/Technology Errors & Omissions. ARC BROWARD shall maintain insurance for breaches of personally identifiable information and data caused by ARC BROWARD, its employees, its systems, or its software, in the amount of $1,000,000 per claim, and that such insurance shall be available and applied to indemnify SBBC for damages, penalties, costs, and fees sustained by ARC BROWARD as a result of such data breaches.

2.27.3 Workers' Compensation. In accordance with Chapter 440, Florida Statutes, ARC BROWARD shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000.00/$100,000.00/$500,000.00 (each accident/disease-each employee/disease-policy limit).

2.27.4 Auto Liability. ARC BROWARD shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000.00 Combined Single Limit. If ARC BROWARD does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000.00. In addition, an affidavit signed by ARC BROWARD must be furnished to SBBC stating the following: "ARC Broward, Inc. does not own any vehicles. If ARC Broward, Inc. acquires any vehicles during the term of the Agreement, ARC Broward, Inc. agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

2.27.5 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.27.6 Verification of Coverage. Proof of the required insurance must be furnished by ARC BROWARD to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit ARC BROWARD to remedy any deficiencies. Post-award ARC BROWARD shall receive an email including a link to upload (drag and drop) your certificate of insurance.

2.27.7 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.27.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.27.7.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.27.7.3 Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave-11th Floor, Fort Lauderdale, FL 33301.

2.27.8 Cancellation of Insurance. ARC BROWARD is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.27.9 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.28 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.29 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this

Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.30 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.31 **Incorporation by Reference**. **Attachment "A"** attached hereto and referenced herein are incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice.

This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard D. Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR ARC BROWARD:

(Corporate Seal)

ATTEST:

ARC BROWARD, INC.

By: _____
Julie Price, President/CEO

Date: 6/30/2026

_____
Corporate Secretary Signature

-or-

_____
Witness Signature
Print Name: Jennifer Stewart

Raymond C. McGuire
_____
Witness Signature
Print Name: Raymond C. McGuire

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this June 30th 2026 (*date*) by Julie Price (*name of officer or agent, title of officer or agent*) of Arc Broward, Inc. (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me or has produced _____ (*type of identification*) as identification and who did first take an oath this 30th day of June, 2026.

My Commission Expires: 9.26.2029

_____
Signature – Notary Public

(SEAL)

ARLENE ANZALONE
MY COMMISSION # HH 724778
EXPIRES: September 26, 2029

Arlene Anzalone
_____
Printed Name of Notary

HH 724778
_____
Notary's Commission No.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-8.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

AGR25-172 – Transportation GPS System and Mobile Application

REQUESTED ACTION:

Approve the Novation Agreement and First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), Calamp Wireless Networks Corporation, and Synovia Solutions LLC. This is a vendor name change for a previously approved agreement, and as such, there is no financial impact. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The First Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Original Agreement
- First Amendment

FINANCIAL IMPACT:

There is no additional financial impact for this vendor name change. The Agreement was previously approved with all budget and expenditure authorization.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 2: Equity

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990`
Name:	Dr. Valerie S. Wanza	Phone:	754-321-2650

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jul 14, 2026

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Dr. Valerie S. Wanza
Title: Chief Strategy & Operations Officer
Phone: 754-321-2650

EXECUTIVE SUMMARY

AGR25-172 – Transportation GPS System and Mobile Application

Board Meeting Date: July 28, 2026

Requested Action:
Approve the Novation Agreement and First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), Calamp Wireless Networks Corporation, and Synovia Solutions LLC. This is a vendor name change for a previously approved agreement, and as such, there is no financial impact.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• Continuity of the Agreement will ensure continued safety and efficiency such as GPS tracking and telematics [the combination of telecommunications and informatics (computer science) to send, receive, and store information]for buses, hardware lease, application services, software, licensed technology, student ridership tracking, time and attendance, maintenance and compliance, driving safety, and *Here Comes the Bus*™ routing integration and tools.
If the School Board votes "No"	• Student Transportation & Fleet Services (ST&FS) will lose the ability to provide safe and efficient tracking of buses, route integration, and updated software to manage its bus fleet. This will have a deleterious impact on the department's ability to provide timely updates to parents and schools.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 1: Safety • Guardrail 2: Equity
Measurable Outcome(s)/Return on Investment	• This First Amendment enables the ST&FS Department to continue managing and improving the safety and efficiency of school bus operations by maximizing all areas of functionality using the Platform supported by Synovia (fka CALAMP).

Background/History:
SBBC and CALAMP entered into an Agreement that commenced on May 6, 2025, and expires on May 5, 2028. In a letter dated March 26, 2026, CALAMP advised ST&FS of changes in CALAMP's ownership structure and appointed officers, pursuant to the Omnibus Written Consent of the Board of Directors and the Sole Member. CALAMP warrants that SYNOVIA is able to fully perform all obligations that exist under the Agreement, and therefore, SBBC determined it would be in its best interests to recognize

SYNOVIA as the successor party to the Agreement, and consent to the transfer of the Agreement through this First Amendment.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	Original Agreement Term: May 6, 2025, through May 5, 2028, with the option of two additional one-year renewal periods. This is a Novation Agreement, and the First Amendment does not extend the Agreement term.
Multi-Year Agreement:	Yes. The initial Agreement is for three years with two one-year renewal options, subject to future Board approval. There is a cost savings for operational efficiency achieved by this multi-year Agreement. A new bid will yield higher prices, based on the current market conditions.
Procurement Method:	**Piggyback Agreement** (Yes/No): No. **Acquisition Method**: Not Applicable. This is a Novation to Agreement and First Amendment to Agreement.

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. There is no additional financial impact for this vendor name change. The Agreement was previously approved with all budget and expenditure authorization.

New/Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
5/6/2025 – 5/5/2028	36 months	$1,439,424

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	The Agreement has and will continue to have a direct and important impact on schools by continuing to support student safety, timely service, and reliable transportation by routing and planning student-assigned bus routes. The software also provides school staff, parents, and students with the ability to locate and determine student-assigned schools based on each student's home address. This reduces and mitigates operational adjustments during the opening of the school year.
School Selection /Prioritization	The Synovia software uses algorithms and data analytics to assign students to routes based on multiple factors such as distance, travel time, bus capacity, and special needs. This allows the District to prioritize students with special needs by ensuring they are routed with appropriate accommodations and vehicle accessibility.
Community/ Stakeholder Engagement	The District engaged Key Stakeholders throughout the development process of the proposal, which included Transportation Services Leadership, School Administrators, IT, and Risk Management Teams. Communication efforts focused on reinforcing the importance of student safety, efficiency, and regulatory compliance. Stakeholder feedback supported the implementation approach and emphasized the importance of clear communication, student ridership, and accountability.
End-User Input	Input from schools, parents, ST&FS, and IT staff directly affected the planning, rollout, and implementation of *Here Comes the Bus*™. Key considerations were given and included notification of route availability, the continued monitoring of feedback, and accessibility, while maintaining communication to parents and all stakeholders.
Technology/Capital Expected Lifecycle/Replacement Cycle	The initiative required significant new technology and capital investments, including but not limited to updating and maintaining software/ hardware, continuing license renewals, while ensuring security and upholding confidentiality.

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Original Agreement
Exhibit C: First Amendment

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	July 1, 2026
Previous Bid # (Ex: 10-004R):	AGR25-172	**Buyer/PA:**	DAISY CHENTES-HERNANDEZ
New Bid Award Total:	$0	**Bid Title:**	Transportation GPS System and Mobile Application
Previous Award Total:	$1,439,424		
Bid Type:	NAME CHANGE		
Previous Bid Term (Start Date):	5/6/2025	**New Bid Term (In Months):**	N/A
Previous Bid Term (End Date):	5/5/2028	**# of Months Into Bid:**	13

SPEND REPORTING	
Purchase Order(s) Spend:	$429,828
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$429,828**
Average Monthly Expenditure:	$33,064
Unused Authorized Spending:	**$1,009,596**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
~~138262 CALAMP WIRELESS NETWORKS CORPORATIO~~	N/A		$ 429,828
	PO VENDOR SPEND:		**$ 429,828**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 429,828**

NOTES (Type Below):
Calamp Wireless Network Corporation (Calamp) was bought by Synovia Solutions LLC (Synovia). This First Amendment allows for approval of the name change via the Agreement, where all the terms, conditions, and specifications of the Original Agreement with Calamp remain in full force.

Certification Types*
Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	1310097220	**Name** (First & Last)	Simone Clowers
Fund	1000	**Title**	Executive Director
Functional Area	7802000000000000	**Department/School Name**	Student Transportation Services
Commitment Item	53970000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	Prepared on:	6/30/2026

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Established 1915
BROWARD
County Public Schools

Procurement & Logistic Operations
John Wesley White, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0501 • fax: 754-321-0936
john.white2@browardschools.com
www.browardschools.com/PLO

The School Board of Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

November 21, 2025

Attention: Legal Department
CalAmp Wireless Networks Corporation
220 Faraday Avenue, Suite 220 Carlsbad, CA 92008

RE: AGR25-172 - Transportation GPS System and Mobile Application

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and Calamp Wireless Networks Corporation. This is the result of the School Board's approval on November 12, 2025, for Item OO-1. Full details are outlined in the Agreement.

Sincerely

John Wesley White, Director
Procurement & Logistic Operations

cc: Thais Souza, Purchasing Agent IV
Simone Clowers, Executive Director, Student Transportation & Fleet Services
Annmarie Richards, Advocacy & Compliance Coordinator, Economic Development & Diversity Compliance

Status: REVISED

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2025-11-12	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:
AGR25-172 - Transportation GPS System and Mobile Application REVISED

REQUESTED ACTION:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and CalAmp Wireless Networks Corporation, and the spending authority of $1,439,424. District-wide.

RATIONALE:
For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

Executive Summary
Financial Analysis Worksheet
Agreement
Memo to Revise

FINANCIAL IMPACT:
$1,439,424 funded by the Student Transportation & Fleet Services operating budget and included in the adopted FY26 budget.

STRATEGIC PLAN ALIGNMENT:
Student Focus Outcomes
Guardrail 2: Equity **OR** **Business Operations**

BOARD ACTION:
(For Official School Board Records Only)
APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Wanda F.Paul	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title
Wanda F. Paul, Chief Operations Officer

Signature
Wanda F. Paul, Chief Operations Officer Oct 29, 2025

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: November 12, 2025

By: Debra Hixon
School Board Chair

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CALAMP WIRELESS NETWORKS CORPORATION
(hereinafter referred to as "CALAMP"),
a Delaware for profit corporation,
whose principal place of business is
2200 Faraday Avenue, Suite 220, Carlsbad, CA 92008

RECITALS

A. **WHEREAS**, CALAMP offers a K-12 telematics and fleet management system focused on improving the safety and efficiency of school bus operations using areas of functionality such as GPS tracking for buses, GPS telematics for buses, Hardware Lease, application services, software, licensed technology, student ridership tracking, Here Comes the Bus™, routing integration and tools, time and attendance, maintenance and compliance, and driving safety; (collectively, "the Platform.")

B. **WHEREAS**, SBBC desires to use and CALAMP wishes to provide SBBC with the Platform; and

C. **WHEREAS**, pursuant to SBBC Policy 3800, Section III, E, as authorized by Florida Administrative Code Rule 6A-1.012(14), a district school board, when acquiring information technology, as defined in Section 282.0041(20), Florida Statutes, may make any acquisition through direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the district school board; and

D. **WHEREAS**, pursuant to Section 282.0041(20), Florida Statutes, "information technology" means equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, converge, interface, switch, or disseminate information of any kind or form.

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

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – DEFINITIONS

2.1 **Definitions**.

2.1.1 **Application Services** shall mean cloud-based and device-enabled software application(s), platforms, application programming interfaces, web or mobile applications(s), including networks, systems, products, or data of CALAMP.

2.1.2 **Software** shall mean the Application Services and Licensed Technology and any improvements, modifications, patches, updates, and upgrades thereto that CALAMP develops or provides in connection with this Agreement.

2.1.3 **Defect** shall mean a material defect caused by defective material or workmanship resulting in a failure of the Hardware.

2.1.4 **Feature(s)** shall mean any Application Services, Software, and Hardware.

2.1.5 **Firmware** shall mean software embedded in the Hardware.

2.1.6 **Hardware** shall mean CALAMP's tracking and reporting device, including ancillary accessories and other equipment that interfaces with the Application Services.

2.1.7 **Licensed Technology** shall mean software and firmware embedded within the Hardware.

2.1.8 **Offerings** shall mean CALAMP's Hardware, Software, and services.

ARTICLE 3 – SPECIAL CONDITIONS

3.1 **Term of Agreement**. The term of this Agreement commences on May 6, 2025 ("Effective Date") and concludes on May 5, 2028, unless terminated earlier pursuant to Section 4.5 "Termination" of this Agreement, and may be extended for two (2) additional one (1) year periods upon the approval of both parties in writing in the form of an Amendment to this Agreement. There shall be no automatic extensions or renewals of this Agreement.

3.2 **Scope of Services**. CALAMP shall lease to SBBC the Hardware pursuant to this Agreement and the "SBBC Price List" (**Exhibit A**), attached hereto and incorporated into this Agreement by reference. This Agreement shall supersede any of CALAMP's legal documents, policies, or addenda, listed on CALAMP's website at https://www.calamp.com/company/legal/, or elsewhere, regardless of when created, updated, or modified, and SBBC shall not be bound by such, including but not limited to: Terms and Conditions of Supply Chain, Website Terms of Use, Privacy Policy, CalAmp Master Agreement, Data Processing Addendum, Offerings Specific Terms of Use, Service Level Agreement, and Data Privacy Framework Statement.

3.3 **Ownership of Hardware**. CALAMP is the sole owner and title holder to the Hardware. This Agreement constitutes a Hardware lease and is not a sale or the creation of a security interest. SBBC shall not have, or at any time acquire, any right, title or interest in the Hardware, except the right to possession and use as provided in this Agreement, unless such Hardware is abandoned by CALAMP pursuant to Section 4.5 of this Agreement. SBBC shall be entitled to the absolute right to the use, operation, possession, and control of the Hardware during the term of this Agreement, and any extensions thereof.

3.3.1 End of Term Options. At the end of the Agreement term, SBBC shall have the following options:

3.3.1.1 SBBC at its expense shall remove the Hardware in good repair, ordinary wear and tear from proper use thereof alone excepted, by delivering it, packed and ready for shipment, to the place mutually agreed upon by CALAMP and SBBC; or

3.3.1.2 Pursuant to Section 3.1 "Term of Agreement," the parties may extend this Agreement for two (2) additional one (1) year periods upon the approval of both parties in writing in the form of an Amendment, pursuant to Section 4.15 "Amendments." Warranty shall be included with this option pursuant to Section 3.4.6 of this Agreement

3.4 **CALAMP Responsibilities.**

3.4.1 CALAMP shall timely provide SBBC with the Global Positioning System ("GPS") LMU-4233 Location measuring unit and tethered 7P MDT Tablet with the following Software:

3.4.1.1 Core Automatic Vehicle Location ("AVL") Tracking. This Feature provides SBBC with the ability to see in real-time where a vehicle is, what direction the vehicle is heading, and the vehicle's rate of speed.

3.4.1.2 Unlimited Geofences. This Feature provides SBBC with knowledge concerning when a vehicle has arrived or departed from a given location, such as school properties and bus yards. CALAMP shall draw Geofences around SBBC schools and transportation terminals and demonstrate for SBBC how to edit said Geofences, as SBBC will adjust at a later date as needed.

3.4.1.3 Comparative Analysis. Using planned routing data, this Feature provides SBBC with information concerning whether a vehicle is early, on-time, or late at a bus stop or school. CALAMP shall work with SBBC to establish a database connection to download route and student data from the routing system to CALAMP. Routing integration requires SBBC to provide access to routing data as appropriate so that CALAMP can fulfil its obligations under this Agreement.

3.4.1.4 Mobile Data Terminal. This Feature provides SBBC with a multi-faceted on-board "Tab let" which allows employees to log-on to the vehicle for the following: time and attendance reporting, Student Rider Manifest, determination of whether a student is on the right bus, and navigation (similar to Garmin™ or TomTom™) using data as defined in the routing data for substitute drivers.

3.4.1.5 Parent Portal – Here Comes the Bus™. This Feature allows parents or guardians of SBBC students to see when their child's bus is approaching, when the bus has arrived, and when their child has boarded or exited the bus. Parents or guardians only have access to the route information for their child and not to any other transportation information.

3.4.1.5.1 When a bus scheduled for a certain route is not available, CALAMP shall notify parent or guardian via Here Comes the Bus™, that the bus in question is not available, and to disregard the Here Comes the Bus™ data for that particular bus.

3.4.1.6 Student Ridership Verification Pilot Phase. CALAMP shall permit SBBC to review and experience this Feature in a no cost and no obligation pilot phase ("the Pilot") which shall begin on **July 1, 2025** and conclude on **February 28, 2026.** This provision and its subparts shall supersede any previous Order Form concerning the Pilot. This Feature tracks SBBC students as they board and exit a bus by scanning a barcode or RFID card. This Feature ensures that SBBC students get off at the correct bus stop and provides a record for contact tracing. In conjunction with the Parent Portal specified in Section 3.4.1.5, a parent or guardian can see when their child boards or exits the bus as well.

3.4.1.6.1 During the Pilot. CALAMP shall provide SBBC with any necessary Hardware, Software, maintenance, and support needed, to enable SBBC's proper evaluation of this Feature during the specified duration period. SBBC shall keep all shipping boxes/packing materials for any return of such items needed at the conclusion of the Pilot. CALAMP shall comply with all privacy requirements stated in this Agreement during the Pilot. Thirty (30) calendar days prior to the conclusion of the Pilot, CALAMP shall notify SBBC in writing of the approaching conclusion of the Pilot, and CALAMP shall confirm with SBBC in writing whether SBBC wishes to extend the Pilot to SBBC's expanded fleet, or discontinue use of the Feature. Such continued or discontinued use by SBBC shall be in SBBC's sole discretion and as determined by SBBC in its best interests. **An extension of the Pilot to SBBC's expanded fleet, requires an amendment pursuant to Section 4.15 of this Agreement prior to the expiration of the Pilot on February 28, 2026.**

3.4.1.6.2 Conclusion of Pilot. Should SBBC discontinue use of this Feature, CALAMP shall coordinate with SBBC for the return of any Hardware and Software utilized for the Pilot within thirty (30) calendar days of the Pilot's conclusion. CALAMP shall provide SBBC with a return packing label prior to the end of the Pilot, to allow SBBC sufficient time to properly pack and ship those items back to CALAMP within the timeframe specified in this provision. SBBC shall bear the cost of returning such Hardware and Software.

3.4.1.7 Reporting. This Feature provides SBBC with the ability to export a data file (in PDF or XLS format) and review all telematics and transportation data gathered within the system via a standard set of reports.

3.4.1.8 Turn-By-Turn Directions. This Feature provides SBBC with the ability to develop GPS Data into a route. The Feature reads the Turn-by-Turn directions from the routing system and

these are presented via the Mobile Data Terminal in audio or visual format (or both). The driver enters a route and the directions are generated. Implementation can take up to twelve (12) months and is dependent on routing data and waypoints.

3.4.1.9 Kronos - Time and Attendance. CALAMP shall integrate CalAmp Time and Attendance with SBBC's Kronos Time and Attendance system for streamlined driver and staff attendance tracking.

3.4.2 Project Management.

3.4.2.1 CALAMP shall provide and assign a Project Manager ("PM"), Training Manager, and Fleet Advisor to SBBC's account. The PM will provide a detailed project plan after Agreement is approved and initial introductions are complete.

3.4.3 Integration.

3.4.3.1 CALAMP shall integrate the Platform with SBBC's then-current Single Sign-on (SSO) which supports Security Assertation Markup Language (SAML) based SSO.

3.4.3.2 CALAMP shall integrate the Platform with SBBC's Edulog route planning system and Kronos Time and Attendance.

3.4.3.3 CALAMP shall provide an Application Program Interface (API) access with Extensible Markup Language (XML) over Simple Object Access Protocol (SOAP) formatted data, or REST API (Representational State Transfer Application Programming Interface) with JSON (JavaScript Object Notation) formatted response files for SBBC to retrieve data upon request based on defined date ranges.

3.4.4 Reports.

3.4.4.1 CALAMP shall provide scheduled reports in PDF or XLS format, to collect and report on information as specified by SBBC, to include: speeding, hard braking, hard acceleration, idling, on-time buses and late buses. Reports are summarized by groups with group designations per SBBC's preference as follows: Each SBBC bus terminal shall be a "Group" with all vehicles assigned to the terminal being part of that Group.

3.4.5 Troubleshooting and Support.

3.4.5.1 CALAMP shall provide SBBC with technical support for the Platform Monday through Friday, 6:00am – 8:00pm EST.

3.4.5.2 CALAMP shall provide SBBC with training on hardware troubleshooting and return merchandise authorization and unlimited software training available virtually on the website https://www.calamp.com/training-resources/

3.4.5.3 CALAMP shall identify hardware problems with buses related to GPS or any of the software listed in Section 3.4.1 of this Agreement, and provide SBBC with the appropriate

report detailing the issue, recommended solution, and expected time for resolution or repair.

3.4.6 Warranty.

3.4.6.1 CALAMP warrants that the Platform furnished is free from liens and encumbrances, and is free from defects in design, materials, and workmanship. In addition, CALAMP warrants that the Platform is suitable for and will perform in accordance with the ordinary use for which it was intended.

3.4.6.2 For the term of this Agreement and any extensions thereof, CALAMP warrants to provide to SBBC at no additional cost with the following: Automatic quarterly updates with new features, map data, patches and hot fixes; six (6) months of "bread crumb" data, plus two (2) years of historical data.

3.4.6.3 Provided that SBBC maintains a current and active lease, license and maintenance agreement with CALAMP:

1. **Hardware Warranty.** CALAMP shall provide Hardware warranty services in accordance with CALAMP's standard warranty and Return Merchandise Authorization ("RMA") policies. The RMA support can be found at https://www.calamp.com/support/
2. **Spares Availability.** Two percent (2%) of the total Hardware shall be maintained as on-site, with spares, with replacement of any defective spare within forty-eight (48) hours.
3. **Software Issue Resolution.** For software-related issues requiring a repair or resolution, CALAMP shall use reasonable efforts to ensure resolution upon first occurrence. If the same issue reoccurs within thirty (30) calendar days of initial repair or resolution, CALAMP shall issue a credit equivalent to one (1) day's charge for only those specific Hardware devices or applicable Application Services directly impacted by the recurring issue.

3.5 **SBBC's Responsibilities.**

3.5.1 SBBC is responsible for contracting with a wireless data plan provider and all applicable data charges. The process to activate the data on the LMU (GPS Device) is as follows:

3.5.1.1 SBBC contracts with wireless data plan provider for a wireless data plan and pay for applicable data charges.

3.5.1.2 Wireless data plan provider sends list of electronic serial number (ESN) Numbers to CALAMP.

3.5.1.3 CALAMP activates the ESN Numbers.

3.5.1.4 CALAMP scripts and tests the LMU prior to shipping all hardware to SBBC. SBBC agrees and acknowledges that CALAMP:

3.5.1.4.1 Does not have an intimate knowledge of school zones (pick up/drop off locations, parking areas) and termination locations; and

3.5.1.4.2 Accuracy of zones is critical to Plan versus Actual Data and the Here Comes the Bus™ parent application.

3.5.2 SBBC understands the importance of accurately drawn zones and accepts that CALAMP does not guarantee the accuracy of those zones drawn by CALAMP and SBBC will not hold CALAMP responsible for inaccurate zones.

3.5.3 SBBC must provide an Internet connection with sufficient bandwidth and quality to allow trouble-free browsing, data uploading and downloading.

3.5.4 SBBC will provide computers utilizing the latest version of Windows or Mac Operating platforms with Chrome or Firefox browser with the latest security updates.

3.5.5 SBBC will utilize the hardware troubleshooting process in an attempt to resolve hardware problems in a timely manner in order to ensure that stop events are triggered at the student's stop.

3.5.6 SBBC will utilize the hardware troubleshooting process in an attempt to resolve hardware problems in a timely manner in order to ensure that stop events are triggered at the student's stop.

3.5.7 SBBC will verify the current assignment of students to their respective stops and schools in the routing system to ensure that parents will be able to register their children with Here Comes the Bus™ app.

3.5.7.1 To ensure the highest level of accurate parent information and notifications, SBBC will assign substitute buses before the routes begin.

3.5.8 SBBC will ensure zones are correctly drawn around schools to support CALAMP's ability to detect when students are picked up or delivered to schools.

3.5.9 SBBC will ensure zones are correctly drawn around schools to support CALAMP's ability to detect when students are picked up or delivered to schools.

3.5.10 SBBC will modify routes and stops in the routing system (as needed) to reflect how the routes are being driven (for example: bus driver going off assigned route will incorrectly register a stop).

3.5.11 SBBC will designate a technical contact in lieu of granting CALAMP the ability to remotely log into the server containing SBBC's routing system.

3.5.12 SBBC will designate a Here Comes the Bus™ Coordinator to respond to parent or guardian inquiries relating to SBBC route data.

3.5.13 SBBC will designate a System Administrator to assign access and roles to system users.

3.5.13.1 Call CALAMP at (877) 796-6842 or email calamp.com/support to request an appointment to engage CALAMP as routes change (such as from one school year to the next) and provide the path of the planning data in Comparative Analysis.

3.6 **Cost**.

3.6.1 The annual license and maintenance fee for One Thousand Three Hundred Sixty (1,360) Heavy-Duty Vehicle Kits is **Four Hundred Seventy-nine Thousand Eight Hundred Eight and 00/100 Dollars ($479,808.00)**, representing a twenty percent (20%) reduction in product pricing for SBBC pursuant to the SBBC Price List, attached hereto and incorporated into this Agreement by reference as **"Exhibit A."** This price represents an average per vehicle rate of **Three Hundred Fifty-two and 80/100 Dollars ($352.80).** After the payment of the first annual license under this Agreement in the amount of **Four Hundred Seventy-nine Thousand Eight Hundred Eight and 00/100 Dollars ($479,808.00),** the annual fee of each subsequent year during the term of this Agreement will be based on the number of vehicles in the fleet at the start of the school year, taking into account any reduction in SBBC's fleet size, multiplied by the per vehicle rate of **Three Hundred Fifty-two and 80/100 Dollars ($352.80).**

3.6.2 There shall be no additional cost to SBBC for any necessary integration of CALAMP's Platform, with any of SBBC's existing systems.

3.6.3 All delivered Hardware and accessories must be properly packaged. Damaged Hardware and accessories may be rejected. If the damage is not readily apparent at the time of delivery, CALAMP must permit the Hardware and accessories to be returned within a reasonable time at no cost to SBBC. CALAMP must arrange for and pay for the return shipment on Hardware and accessories that arrive in a defective or inoperable condition.

3.7 **Payment.**

3.7.1 Subsequent to the Effective Date of this Agreement SBBC will issue an appropriate purchase order to CALAMP.

3.7.2 CALAMP shall submit proper and appropriate invoices to the following address:

The School Board of Broward County, Florida
Accounting and Financial Reporting Department
Attn: Accounts Payable
600 Southeast 3rd Avenue, 7th Floor
Fort Lauderdale, Florida 33301

3.7.3 CALAMP shall issue proper and appropriate invoices that contain reference to the first annual payment upon execution of this agreement provided to SBBC under this Agreement, the respective cost, and respective date range, as specifically stated as follows:

3.7.3.1 After the Effective Date of this Agreement, CALAMP shall submit an invoice to SBBC in the amount of Four Hundred Seventy-nine Thousand Eight Hundred Eight and 00/100 Dollars ($479,808.00), for the Platform.

3.7.3.2 Additional Products Add-ons. During the Term of this Agreement, CALAMP agrees to provide SBBC with quotes for additional product or add-ons on a case-by-case basis as requested by SBBC, and at no obligation to SBBC. Any additional Hardware or services required under this Agreement shall be quoted at CALAMP's then-current pricing available at the time of request. No additional Hardware, software, or services shall be provided or deemed authorized unless and until a written amendment to this Agreement is executed by both parties pursuant to Section 4.15.

3.7.4 SBBC will make payment to CALAMP within thirty (30) calendar days from SBBC's receipt of the proper and appropriate invoice.

3.7.5 CALAMP shall place an Ancillary Block on any and all Features of the Platform that are not included under this Agreement, to prevent SBBC from incurring any unauthorized charges. CALAMP shall not invoice SBBC and SBBC is not responsible for any charges on Features for which CALAMP has placed or should have placed an Ancillary Block.

3.7.6 Upon termination or expiration of any or all Features of the Platform pursuant to this Agreement, or upon the termination of this Agreement in its entirety, CALAMP shall have no further obligation to provide the applicable terminated Feature and SBBC shall have no obligation to pay any future compensation relating to such Feature (other than for or in respect of the Feature already provided in accordance with the terms of this Agreement and received by SBBC prior to such termination).

3.8 **SBBC Disclosure of Education Records**.

3.8.1 SBBC staff will provide CALAMP with the education records in this section for the following purposes:

3.8.1.1 To provide bus pick-up and drop-off times and location to parents for the purpose of student notification via the CALAMP's Here Comes the Bus™ App.

3.8.1.2 To provide bus pick-up and drop-off times and location to parents based on Radio-Frequency Identification (RFID) badges issued to students.

3.8.1.3 To facilitate the Comparative Analysis functionality and Here Comes the Bus™ software modules.

3.8.1.4 For school personnel to be able to see students' bus stop information (electronically).

3.8.2 SBBC staff will provide CALAMP with the following education records, via sanitized/trimmed Structured Query Language (SQL) database backup from the routing software database to CALAMP via Secure File Transfer Protocol (SFTP):

3.8.2.1 Student first and last name
3.8.2.2 Student enrollment date
3.8.2.3 Student transportation eligibility
3.8.2.4 Student identification number
3.8.2.5 Student grade

3.8.2.6 Special education designation
3.8.2.7 Emergency contact name
3.8.2.8 Emergency contact phone number
3.8.2.9 Parent(s) or guardian(s) name(s)
3.8.2.10 Parent(s) or guardian(s) primary and alternate phone number(s)
3.8.2.11 Zip code
3.8.2.12 Residence
3.8.2.13 School name
3.8.2.14 Route
3.8.2.15 Stop (pick up/drop-off location)
3.8.2.16 Bus number
3.8.2.17 Bus tier

3.8.3 For SBBC staff to provide education records to CALAMP: CALAMP is considered a "school official" with a legitimate educational interest to receive the aforementioned types of information from SBBC student education records for the purposes listed above. Pursuant to the Family Education Rights and Privacy Act (FERPA), 34 CFR 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or student age eighteen (18) or over is needed for any types or purposes of disclosures of education records beyond those listed above.

3.8.4 Parents/Guardians provide consent for CALAMP to use their child's information via the Here Comes the Bus App™.

3.8.5 The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in CALAMP's privacy policies if any.

3.9 **CALAMP Safeguarding the Confidentiality of Education Records**.

3.9.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, CALAMP shall:

3.9.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

3.9.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

3.9.1.3 Utilize the education records solely for the purposes of providing the Platform as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

3.9.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at

privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

3.9.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, CALAMP shall:

3.9.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

3.9.2.2 Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

3.9.2.3 Notify the SBBC Executive Director, Information Security & Assurance, immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

3.9.2.4 Fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

3.9.2.5 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

3.9.2.6 CALAMP shall be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

3.9.2.7 Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

3.9.2.8 Purge education records from any media once the media is no longer in use or is to be disposed; and

3.9.2.9 Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

3.9.3 Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.9.4 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

3.10 **SBBC Disclosure of Employee Records.**

3.10.1 SBBC staff will provide CALAMP with the employee records in this section for the following purposes:

3.10.1.1 To provision and deprovision access to CALAMP's Platform
3.10.1.2 To define user roles and permissions within CALAMP's Platform
3.10.1.3 To send system generated or push notifications
3.10.1.4 To provide appropriate reporting to SBBC
3.10.1.5 To track user logins
3.10.1.6 To screens and reports accessed

3.10.2 SBBC will provide the following employee records to CALAMP, via Comma-separated Values (CSV) file with personnel number, name, and job title via Secure File Transfer Protocol (SFTP):

3.10.2.1 Employee first and last name
3.10.2.2 Employee identification number
3.10.2.3 SBBC email address
3.10.2.4 Mobile number

3.10.3 The requirements of this section shall supersede any uses and disclosures of employee records as listed in CALAMP's privacy policies, if any.

3.11 **CALAMP Safeguarding the Confidentiality of Employee Records.**

3.11.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, CALAMP shall:

3.11.1.1 Fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records; and

3.11.1.2 Hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law; and

3.11.1.3 Only share employee records with those who have a need to access the information in

order to perform their assigned duties in the performance of this Agreement; and

3.11.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

3.11.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, CALAMP shall:

3.11.2.1 Protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information; and

3.11.2.2 Notify the SBBC Director, Information Security & Assurance immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

3.11.2.3 Prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

3.11.2.4 Be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

3.11.3 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

3.12 **Assessment of Data Protection Controls**.

3.12.1 CALAMP or any of CALAMP's subcontractors with access to SBBC data shall provide an attestation stating CALAMP and/or CALAMP's subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by CALAMP or any of CALAMP's subcontractors with access to SBBC data under this Agreement.

3.12.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

3.12.2.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

3.12.2.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

3.12.2.3 Ensuring SBBC student and/or employee personal information is collected, used, redisclosed, and disposed of in a manner to meet CALAMP's objectives while also ensuring the data is protected from unauthorized use or disclosure.

3.12.2.4 Monitoring compliance with established security controls.

3.12.3 CALAMP and/or CALAMP's subcontractors with access to SBBC data under this Agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. CALAMP shall provide SBBC an attestation of continued compliance by CALAMP and/or CALAMP's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

3.13 **Inspection of CALAMP's Records by SBBC**.

3.13.1 CALAMP shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All CALAMP's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of CALAMP directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

3.13.2 Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to CALAMP's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to CALAMP pursuant to this Agreement.

3.13.3 Notice of Inspection. SBBC's agent or its authorized representative shall provide CALAMP reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

3.13.4 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to CALAMP's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

3.13.5 Failure to Permit Inspection. Failure by CALAMP to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any CALAMP's claims for payment.

3.13.6 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by CALAMP in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by CALAMP. If the audit discloses billings or charges to which CALAMP is not contractually entitled, CALAMP shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

3.13.7 Inspection of Subcontractor's Records. If applicable, CALAMP shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees")

providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by CALAMP to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to CALAMP pursuant to this Agreement and such excluded costs shall become the liability of CALAMP.

3.13.8 Inspector General Audits. CALAMP shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

3.14 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

3.14.1	To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
3.14.2	With a Copy to:	Executive Director Student Transportation & Fleet Services The School Board of Broward County, Florida 3831 NW 10 Avenue Oakland Park FL 33309
3.14.3	To CALAMP:	Attention: Legal Department CalAmp Wireless Networks Corporation 2200 Faraday Ave, Suite 220 Carlsbad, CA 92008
3.14.4	With a Copy to:	legal@calamp.com

3.15 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

3.16 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, CALAMP, when executing, renewing, or extending an agreement with SBBC must provide an

affidavit signed by an officer or representative of CALAMP under penalty of perjury stating that CALAMP does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject CALAMP to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if CALAMP is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with CALAMP's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

3.17 **Certification Regarding Scrutinized Activities.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by CALAMP that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CALAMP further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CALAMP acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. CALAMP further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if CALAMP (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if CALAMP is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

3.18 **Background Screening.** CALAMP shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of CALAMP's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of CALAMP or its personnel providing any services under this Agreement. CALAMP shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to CALAMP and its personnel. The parties agree that the failure of CALAMP to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit CALAMP to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. CALAMP agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury,

death or property damage resulting from CALAMP's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

3.19 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. CALAMP shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, CALAMP shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. CALAMP shall 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 the Agreement's term and following completion of the Agreement if CALAMP does not transfer the public records to SBBC. Upon completion of the Agreement, CALAMP shall transfer, at no cost, to SBBC all public records in possession of CALAMP or keep and maintain public records required by SBBC to perform the services required under the Agreement. If CALAMP transfers all public records to SBBC upon completion of the Agreement, CALAMP shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CALAMP keeps and maintains public records upon completion of the Agreement, CALAMP shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.20 **Proprietary Information**.

3.20.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

3.20.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant

and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

3.21 **Liability.** This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.21.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

3.21.2 By CALAMP. CALAMP agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by CALAMP, its agents, servants, or employees; the equipment of CALAMP, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of CALAMP or the negligence of CALAMP's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by CALAMP, SBBC, or otherwise.

3.21.3 Mutual Limitation of Liability. Except for the fees, charges, and expenses payable pursuant hereto, and subject to the exclusions below, in no event shall either party be liable to the other party for indirect, incidental, special, consequential, or punitive damages, whether foreseeable or unforeseeable, of any kind whatsoever (including loss of business opportunities and/or lost revenues) arising from or relating to this Agreement or the use or non-use of the products and services, whether as a consequence of the termination or breach of the Agreement, negligence, or otherwise. Each party's total cumulative liability for direct damages out of or related to this Agreement shall not exceed the total fees paid to CalAmp under this Agreement in the twenty-four months (24) preceding the event giving rise to the claim. This Section shall not apply to either party's indemnification obligations under this Agreement, or to the extent prevented or restricted by mandatory applicable law (including without limitation in relation to fraud), that cannot be amended or excluded by contractual waiver, and, subject to the limitations set forth in Section 768.28, Florida Statutes, or any applicable statute of limitations.

3.22 **Insurance Requirements**. CALAMP shall comply with the following insurance requirements throughout the term of this Agreement:

3.22.1 General Liability. CALAMP shall have and maintain General Liability insurance with limits of not less than $2,000,000.00 per occurrence for Bodily Injury/ Property Damage; $4,000,000.00 General Aggregate; and limits of not less than $4,000,000.00 for Products/Completed Operations Aggregate.

3.22.2 Professional Liability/Technology Errors & Omissions. CALAMP shall have and maintain Professional Liability/Technology Errors & Omissions insurance with a limit of not less than $2,000,000.00 per occurrence/$4,000,000 aggregate, covering any services provided under this Agreement.

3.22.3 Workers' Compensation. In accordance with Chapter 440, Florida Statutes, CALAMP shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000.00/$100,000.00/$500,000.00 (each accident/disease-each employee/disease-policy limit).

3.22.4 Auto Liability. CALAMP shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000.00 Combined Single Limit.

3.22.5 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

3.22.6 Verification of Coverage. Proof of the required insurance must be furnished by CALAMP to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit CALAMP to remedy any deficiencies. Post award CALAMP will receive an email including a link to upload (drag and drop) CALAMP's certificate of insurance.

3.22.7 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

3.22.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

3.22.7.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3.22.7.3 Certificate Holder: The School Board of Broward County, Florida, 600 Southeast 3rd Avenue, 11th Floor, Fort Lauderdale, FL 33301.

3.22.8 Cancellation of Insurance. CALAMP is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

3.22.9 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

3.23 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.24 **Nondiscrimination**.

3.24.1 As a condition of entering into this Agreement, CALAMP represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program, as such policy shall be amended from time-to-time.

3.24.2 As part of such compliance, CALAMP shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall CALAMP retaliate against any person for reporting instances of such discrimination. CALAMP shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. CALAMP understands and agrees that a material violation of this clause is considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

3.25 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

3.26 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

3.27 **CALAMP License Grant**. For the duration of this Agreement and any extensions or renewals thereof, CALAMP hereby grants SBBC:

3.27.1 A limited non-exclusive, non-transferable, non-sublicensable, revocable right and license and to permit SBBC, to access and use the features and functions of the Software and Licensed Technology.

3.27.2 A limited non-exclusive, non-transferable, non-sublicensable, revocable right and license and to permit SBBC access and use of the Firmware.

3.28 **Intellectual Property Rights**.

3.28.1 CALAMP Intellectual Property Rights. CALAMP reserves for itself and without restriction all rights not expressly granted herein to SBBC. Without limiting the foregoing, except as specifically set forth in this Agreement, CALAMP owns all Intellectual Property right, title, and interest in and to its Offerings, including all improvements, modifications, and derivative works thereto. SBBC neither owns nor acquires any rights in or to any of the foregoing, except the limited rights of use expressly granted in this Agreement.

3.28.2 SBBC Intellectual Property Rights. It is understood and agreed that SBBC is the exclusive owner of SBBC data and that at no point in time does or will CALAMP become the owner of any SBBC data, personally identifiable information (PII), as defined by any applicable federal or state law or regulation, or SBBC files, and that should CALAMP be subject to dissolution or insolvency, SBBC data, PII, or SBBC files will not be considered an asset or property of the CALAMP. SBBC reserves the right to demand the prompt return of any and all SBBC data and PII at any time and for any reason whatsoever.

CALAMP warrants to SBBC that SBBC will own all rights, title, and interest in any and all intellectual property created in the performance of this Agreement and will have full ownership and beneficial use thereof, free and clear of claims of any nature by CALAMP or any third party including without limitation, copyright or patent infringement claims.

3.29 **Incorporation by Reference**. **Exhibit A** attached hereto and is incorporated into this Agreement by reference.

ARTICLE 4 – GENERAL CONDITIONS

4.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

4.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

4.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

4.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination without cause pursuant to Section 4.5.

4.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

4.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

4.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

4.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of

Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

4.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

4.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

4.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

4.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

4.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

4.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

4.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

4.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

4.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage,

accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

4.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

4.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

4.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

4.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

(Corporate Seal)

ATTEST:

FOR SBBC:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Debra Hixon

Debra Hixon, Chair

Date: 11 - 12 - 2025

Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2025.10.13 15:18:12 -04'00'

Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CALAMP:

(Corporate Seal)

ATTEST:

CALAMP WIRELESS NETWORKS CORPORATION

By: Paul Washicko

Corporate Secretary Signature

Print Name: Paul Washicko

-or-

Title: GM Telematics Solutions

Witness Signature

Date: 10/13/2025

Print Name: Rachel Gutierrez

Witness Signature

Print Name: Jesus Hernandez

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Caifornia

COUNTY OF San Diego

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this October 13, 2025 (*date*) by Paul Washicko (*name of officer or agent, title of officer or agent*) of CalAmp Wireless Networks Corp (*name of corporation acknowledging*), a Delaware (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced a drivers license (*type of identification*) as identification and who did first take an oath this 13 day of October, 2025

My Commission Expires: 11/29/28

Signature – Notary Public

(SEAL)

RACHEL GUTIERREZ

Printed Name of Notary

RACHEL GUTIERREZ
COMM. #2505684
Notary Public - California
San Diego County
My Comm. Expires Nov. 29, 2028

2505684

Notary's Commission No.

Exhibit A SBBC Price List		
Item Number	**Item Description**	**Monthly Price (Per Vehicle)**
100046 100019 100020 100022	Heavy-duty Vehicle Kit includes: 4233 with Engine Diagnostics & Tethered 7P MDT Here Comes the Bus™ Comparative Analysis Turn by Turn Navigation	$29.40
100001	3030 Series Plug-in OBDII (Self-Install) Core AVL	$13.82
100002	3030 Series Plug-in OBDII (Self-Install) Core AVL & Engine Diagnostics	$14.59
100013	620 Asset Tracker (Self-Install) Core AVL	$9.60
100014	720 Asset Tracker (Self-Install) Core AVL	$12.00
100015	2830 Asset Tracker (Self-Install) Core AVL	$14.40
100017	Barcode / RFID Reader	$4.74
100018	Operator Panel	$3.07
100021	Here Comes The Bus™ (Software Only)	$1.60
100020	Comparative Analysis (Required for Here Comes The Bus™)	$1.60
100021	Route Builder (Software: Only to Fleets of 30 or less)	$2.40
100022	Turn by Turn Navigation (Software Only)	$4.80
100023	Time & Attendance (Software only for non-drivers)	$2.40
100026	OBDII Extension	$0.80
100027	OBDII "Y" Cable	$0.80
100028	iButton for Drive TAA (Fobs sold separately)	$0.80
100031	Child Check Hardware & Installation	$3.92
100032	Child Check Hardware Only (60 Months)	$2.60
100036	Remote Panic Button	$6.77
100037	CalAmp 7p MDT/Tablet	$9.98
100038	3640 without Engine Diagnostics	$19.20
100039	3640 with Engine Diagnostics	$20.74
100040	3640 with Engine Diagnostics with Tethered 7P	$32.26
100042	3640 with Engine Diagnostics with Tethered 7P + BCR	$33.79
100044	4233 without Engine Diagnostics & Tethered 7P MDT	$30.72
100048	4233 with Engine Diagnostics + Operator Panel	$25.34
100049	4233 without Engine Diagnostics + Operator Panel	$23.04
100050	4233 with Engine Diagnostics	$20.74
100051	4233 without Engine Diagnostics	$19.20

NOVATION AGREEMENT
AND FIRST AMENDMENT TO AGREEMENT

THIS NOVATION AGREEMENT AND FIRST AMENDMENT TO AGREEMENT
are made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "**SBBC**"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CALAMP WIRELESS NETWORKS CORPORATION
(hereinafter referred to as "**CWNC**" and "**TRANSFEROR**" and "**VENDOR**"),
a Delaware for profit corporation,
whose principal address is
2200 Faraday Avenue, Suite 220, Carlsbad, CA 92008

and

SYNOVIA SOLUTIONS LLC
(hereinafter referred to as "**SYNOVIA**" and "**TRANSFEREE**" and "**VENDOR**"),
a Delaware limited liability company,
whose principal address is
2200 Faraday Avenue, Suite 220, Carlsbad, CA 92008

Each a "party" and collectively, the "parties"

RECITALS

A. **WHEREAS**, SBBC and CWNC entered into an Agreement that commenced on May 6, 2025 and expires on May 5, 2028, for a K-12 telematics and fleet management system ("**Agreement**"), incorporated herein by reference; and

B. **WHEREAS**, in a letter dated March 26, 2026, attached hereto and incorporated herein by reference as **Exhibit A**, CWNC advised SBBC Student Transportation and Fleet Services of changes in CWNC's ownership structure and appointed officers, pursuant to Omnibus Written Consent of the Board of Directors and the Sole Member, attached hereto and incorporated herein as **Exhibit B**; and

C. **WHEREAS**, CWNC and SYNOVIA remain separate legal entities after said changes in CWNC's ownership structure and officer appointments; and

D. **WHEREAS**, CWNC warrants that SYNOVIA is able to fully perform all obligations that exist under the Agreement; and

E. **WHEREAS**, it is in the interest of SBBC to recognize SYNOVIA as the successor party to the Agreement; and

F. **WHEREAS**, SBBC consents to the transfer of the Agreement based on CWNC's warranties stated in this Novation Agreement; and

G. **WHEREAS**, SBBC and SYNOVIA mutually desire to amend certain provisions of the Agreement through this First Amendment.

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

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – NOVATION AGREEMENT

2.1 Calamp Wireless Networks Corporation ("**Transferor**"), a Delaware for profit corporation, duly organized and existing under the laws of the State of Delaware; Synovia Solutions LLC ("**Transferee**"), a Delaware limited liability company duly organized and existing under the laws of the State of Delaware; and The School Board of Broward County, Florida ("**SBBC**"), enter into this Novation Agreement, effective as of the date of the last signature below.

2.2 **Transfer, Waiver, and Assumption**.

2.2.1 CWNC confirms the transfer of the Agreement to SYNOVIA and waives any claims and rights against SBBC that it now has or may have in the future in connection with the Agreement.

2.2.2 SYNOVIA agrees to be bound by and to perform any and all responsibilities under the Agreement.

2.2.3 SYNOVIA assumes all obligations and liabilities of, and all claims against CWNC under

the Agreement, as if SYNOVIA were the original party to the Agreement.

2.2.4 SYNOVIA ratifies all previous actions taken by CWNC with respect to the Agreement, with the same force and effect as if the action has been taken by SYNOVIA.

2.3 **Payments**.

2.3.1 CWNC shall refund to SBBC only those fees, if any, that were paid in error or relate to services not rendered prior to the Effective Date. All other properly earned fees shall not be subject to refund.

2.3.2 All payments and reimbursements previously made by SBBC to CWNC and all other previous actions taken by SBBC under the Purchase Orders shall be considered to have discharged those parts of SBBC's obligations under the Purchase Orders.

2.2.3 All payments and reimbursements made by SBBC after the date of this Novation Agreement in the name of or to CWNC shall have the same force and effect as if made to SYNOVIA and shall constitute a complete discharge of SBBC's obligations under the Purchase Orders, to the extent the amounts paid or reimbursed.

2.2.4 CWNC and SYNOVIA agree and confirm that SBBC is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer of this Novation Agreement, other than those that SBBC in the absence of this transfer would have been obligated to pay or reimburse under the terms of the Agreement.

2.4 **Release of Transfer**. As of the Effective Date of this Novation Agreement, SBBC releases and discharges CWNC from all duties, liabilities, and obligations arising under the Agreement. Nothing herein shall relieve CWNC of liability for breaches of the Agreement occurring prior to the Effective Date of this Novation Agreement. SYNOVIA hereby assumes all of CWNC's duties, liabilities, and obligations under the Agreement as of the Effective Date of this Novation Agreement.

2.5 **Successor in Interest**. SBBC recognizes SYNOVIA as CWNC's successor in interest in and to the Purchase Orders and outstanding invoices. SYNOVIA by this Novation Agreement becomes entitled to all rights, titles, and interests of CWNC in and to the Purchase Orders and invoices as if SYNOVIA were the original party to the Purchase Orders and invoices.

2.6 **Insurance and Indemnification**.

2.6.1 Insurance Certificates. For this novation to be effective, SYNOVIA shall provide SBBC insurance certificates and endorsements for the identical type and amount of coverage currently required under the Agreement.

2.6.2 SYNOVIA shall, to the fullest extent permitted by law, indemnify, defend and protect SBBC, and hold SBBC harmless from and against any and all liabilities, losses, damages, claims, costs or expenses (including attorney's fees) arising out of SYNOVIA's failure to perform under the Agreement from and after the Effective Date.

2.6.3 CWNC shall remain responsible solely for its acts or omissions occurring prior to the Effective Date of this Novation Agreement.

2.7 **General Provisions**.

2.7.1 Governing Law and Venue. This Novation Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Novation Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Novation Agreement.

2.7.2 Entities of Foreign Concern. Under the Agreement, VENDOR may access the individual personal identifying information ("PII") to the extent permitted therein and only as necessary to perform its obligations under the Agreement. By execution of this Novation Agreement, the undersigned authorized representative of CWNC and SYNOVIA hereby attest under penalty of perjury as follows: CWNC and SYNOVIA are not owned by the government of a foreign country of concern, are not organized under the laws of nor have their principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in CWNC and SYNOVIA the government of a foreign country of concern does not have a controlling interest in CWNC or SYNOVIA; and the undersigned authorized representative of CALAMP and SYNOVIA declares that they have read the foregoing statement and that the facts stated therein are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes, (by incorporation of Section 501.171(g)1, Florida Statutes), as worded or may be amended.

2.7.3 Entirety of Agreement. This Novation Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and

understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Novation Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

2.7.4 Severability. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Novation Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Novation Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

2.7.5 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:
Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to:
Executive Director
Student Transportation & Fleet Services
The School Board of Broward County, Florida
3831 NW 10th Avenue, Oakland Park, Florida 33309

To CWNC:
CalAmp Wireless Networks Corporation
2200 Faraday Avenue, Suite 220, Carlsbad, CA 92008
Attention: Legal Department
With a copy to: legal@calamp.com

To SYNOVIA:
Synovia Solutions LLC
2200 Faraday Avenue, Suite 220, Carlsbad, CA 92008
Attention: Legal Department
With a copy to: legal@calamp.com

2.7.6 Each person signing this Novation Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Novation Agreement on

behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Novation Agreement.

ARTICLE 3 – FIRST AMENDMENT TO AGREEMENT

3.1 **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

3.1.1 Provision 3.19 **replaces** the respective provision in the Agreement, by interlineation, as follows:

3.19 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. CWNC shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, CWNC shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. CWNC shall 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 the Agreement's term and following completion of the Agreement if CWNC does not transfer the public records to SBBC. Upon completion of the Agreement, CWNC shall transfer, at no cost, to SBBC all public records in possession of CWNC or keep and maintain public records required by SBBC to perform the services required under the Agreement. If CWNC transfers all public records to SBBC upon completion of the Agreement, CWNC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CWNC keeps and maintains public records upon completion of the Agreement, CWNC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, OPTION 5 RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

4. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

5. **Authority**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement upon the date of the last signature below.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2026.05.13 09:18:18 -04'00'
_____
Office of the General Counsel

Docusign Envelope ID: 21FFFF72-0692-48C7-A2E9-20496210B008

FOR CWNC

(Corporate Seal)

CALAMP WIRELESS NETWORKS CORPORATION

Signature: Doug Peterson

Doug Peterson
Corporate Secretary Signature

Print Name: Doug Peterson

Title: General Counsel & Secretary

-OR-

Date: May 12, 2026

Witness Signature

Print Name

Witness Signature

Print Name

Docusign Envelope ID: 21FFFF72-0692-48C7-A2E9-20496210B008

FOR SYNOVIA

(Corporate Seal)

SYNOVIA SOLUTIONS LLC

Signature: Doug Peterson

Doug Peterson
_____
Corporate Secretary Signature

Print Name: Doug Peterson

Title: General Counsel & Secretary

-OR-

Date: May 12, 2026

_____
Witness Signature

_____
Print Name

_____
Witness Signature

_____
Print Name

Douglas R. Peterson, Esq.
General Counsel & Secretary
2200 Faraday Ave, Suite 220
Carlsbad, CA 90028
E: dpeterson@calamp.com

March 26, 2026

VIA EMAIL

Simone Y. Clowers
Executive Director
3831 Northwest 10th Ave
Oakland Park, Florida 33309

Simone.clowers@browardschools.com

RE: Ownership Structure and Officers of CalAmp Wireless Networks Corporation and Synovia Solutions LLC

EXHIBIT A

This letter is provided to clarify the ownership structure and current executive officers of the entities referenced below, as reflected in CalAmp's internal legal entity records.

Ownership Structure

As of the date of this letter:

1. Synovia Solutions LLC, a Delaware limited liability company, is a wholly owned subsidiary of CalAmp Wireless Networks Corporation, a Delaware corporation ("CWNC").
2. CalAmp Corp., a Delaware corporation, wholly owns CalAmp Wireless Networks Corporation.
3. Lynrock Lake Master Fund LP, a limited partnership, owns 100% of CalAmp Corp.

Officers

As of the date of this letter and pursuant to the board of directors approval currently in effect:

1. CalAmp Wireless Networks Corporation
   Interim Chief Executive Officer: Jikun Kim
   Chief Financial Officer and Treasurer: Jikun Kim

2. Synovia Solutions LLC
   Interim Chief Executive Officer: Jikun Kim
   Treasurer: Jikun Kim

The board of directors of the applicable companies has approved, and implementation is pending, a transition pursuant to which Maurizio Iperti is expected to be appointed Chief Executive Officer of CalAmp Wireless Networks Corporation and Synovia Solutions LLC, and Jikun Kim is expected to

serve as Chief Financial Officer and Treasurer, effective upon formal board approval and adoption of the related written consent.

This letter is provided for informational purposes only and does not amend or modify any existing agreement between the parties.

Sincerely,
CALAMP WIRELESS NETWORKS CORPORATION:



By: Doug R. Peterson
Title: General Counsel and Corporate Secretary

EXHIBIT A

Docusign Envelope ID: 818E0807-53FF-4528-A706-1605A5B0B6A6

CALAMP CORP.,
CALAMP WIRELESS NETWORKS CORPORATION,
SYNOVIA SOLUTIONS LLC, AND
LOJACK GLOBAL LLC

OMNIBUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS AND THE SOLE MEMBER

Effective as of January 30, 2026

The undersigned, constituting (i) all of the members of the board of directors of each of CalAmp Corp., a Delaware corporation ("***CalAmp***", and the board of directors thereof, the "***CalAmp Board***"), and CalAmp Wireless Networks Corporation, a Delaware corporation ("***CWNC***", and the board thereof, the "***CWNC Board***"; the CWNC Board together with the CalAmp Board, "***Boards***", and each, a "***Board***"), and (ii) the sole member of each of Synovia Solutions LLC, a Delaware limited liability company ("***Synovia***", and the sole member thereof, the "***Synovia Member***"), and LoJack Global LLC, a Delaware limited liability company ("***LoJack***", and together with CalAmp, CWNC and Synovia, the "***Companies***", and each, a "***Company***"; the sole member of LoJack, the "***LoJack Member***"; each of the LoJack Member, the Synovia Member, and the Boards, a "***Governing Authority***"), as applicable, acting pursuant to the authority of Section 141(f) of the Delaware General Corporation Law or Section 18-302(d) of the Delaware Limited Liability Company Act, as applicable, and each Company's bylaws or operating agreement, as applicable, hereby adopt, ratify and approve the following resolutions and directs the Secretary of each Company to place a copy hereof in such Company's book of minutes:

Acceptance of Resignation of Christopher Adams

WHEREAS, Christopher Adams ("***Adams***") has tendered his resignation to each Governing Authority, as applicable, thereby resigning as (i) President and Chief Executive Officer of CalAmp, (ii) President of CWNC, (iii) President and Chief Executive Officer of Synovia, and (iv) President of LoJack, (collectively, the "***Resignation***") effective as of January 30, 2026 (the "***Effective Date***"); and

WHEREAS, the Governing Authority of each of the Companies has determined that it is in the best interests of the respective Company to accept the Resignation with respect to such Company; and

NOW, THEREFORE, BE IT RESOLVED, that the Governing Authority of each Company, as applicable, accepts the Resignation such that Adams no longer holds any offices with any Company; and further

Appointment of Interim Chief Executive Officer

WHEREAS, the Governing Authority of each Company, as applicable, has determined that it is advisable and in the best interest of such Company and its shareholders or members, as applicable, to appoint Jikun Kim ("***Kim***") as (i) Interim Chief Executive Officer of CalAmp, (ii) Interim Chief Executive Officer and Chief Financial Officer of CWNC, (iii) Interim Chief Executive Officer of Synovia, and (iv) Interim Chief Executive Officer of Lojack, (collectively, the "***New Officer Appointments***").

NOW, THEREFORE, BE IT RESOLVED, that, effective as of the Effective Date, the New Officer Appointments be, and hereby are, authorized, approved and confirmed, and Kim shall hold his

EXHIBIT

Docusign Envelope ID: 818E0807-53FF-4528-A706-1605A5B0B6A6

respective offices until his successor shall have been elected and qualified or until his earlier resignation, removal, disqualification or death, and that after giving effect to the New Officer Appointments, the officers of the Companies shall be as follows:

CalAmp	*CWNC*	*Synovia*	*LoJack*
1. Jikun Kim – Interim Chief Executive Officer and Chief Financial Officer;	1. Jikun Kim – Interim Chief Executive Officer, Chief Financial Officer, and Treasurer; and	1. Jikun Kim – Interim Chief Executive Officer and Treasurer; and	1. Jikun Kim – Interim Chief Executive Officer and Treasurer; and
2. Doug Peterson – Secretary and General Counsel; and	2. Doug Peterson – Secretary.	2. Doug Peterson – Secretary.	2. Doug Peterson – Secretary.
3. Paul Washchiko – General Manager Telematics Solutions.			

Omnibus

RESOLVED, that the officers of each Company (each, solely with respect to the Company of which such person is an officer, an "***Authorized Officer***", and collectively, the "***Authorized Officers***") hereby are, acting singly, authorized, empowered and directed to execute, file and deliver, in the name of and on behalf of each Company, as applicable, such further agreements, documents, and other instruments as any such officer may deem necessary or appropriate to effectuate the intent of the foregoing resolutions; and further

RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed to do all things necessary and desirable to carry out the intent of the foregoing resolutions, and that the taking of any action or execution of any instrument by an Authorized Officer in connection with the foregoing resolutions shall be conclusive evidence of his or her determination that the same was necessary to serve the best interests of each Company, as applicable; and further

RESOLVED, that all acts and deeds heretofore done by any member of a Governing Authority or officer of each Company, as applicable, that are or were intended to carry out the intent of the foregoing resolutions are hereby approved, adopted, ratified and confirmed in all respects as the acts and deeds of each Company, as applicable; and further

RESOLVED, that signatures to this consent may be delivered via facsimile, email correspondence or other form of electronic transmission, and such signatures may be relied upon, and shall have the same force and effect, as originals of such signatures; and further

RESOLVED, that a copy of this consent be inserted in the minute book of each Company and that the Governing Authority of each Company is hereby instructed to cause the same to be so inserted in the minute book of each Company, as applicable.

[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT B

Docusign Envelope ID: 818E0807-53FF-4528-A706-1605A5B0B6A6

IN WITNESS WHEREOF, the undersigned, being the sole member of the Board of Directors of CALAMP CORP., has executed and delivered this Written Consent as of the date first set forth above.

CALAMP BOARD

Cynthia Paul, sole director

EXHIBIT B

Docusign Envelope ID: 818E0807-53FF-4528-A706-1605A5B0B6A6

IN WITNESS WHEREOF, the undersigned, being the sole member of the Board of Directors of CALAMP WIRELESS NETWORKS CORPORATION, has executed and delivered this Written Consent as of the date first set forth above.

CWNC BOARD

Cynthia Paul, sole director

EXHIBIT B

Docusign Envelope ID: 818E0807-53FF-4528-A706-1605A5B0B6A6

IN WITNESS WHEREOF, the undersigned, as an authorized signatory of the sole member of SYNOVIA SOLUTIONS LLC, has executed and delivered this Written Consent as of the date first set forth above.

Sole Member

CalAmp Wireless Network Corporation

By: Jikun Kim
Name: Jikun Kim
Title: Chief Financial Officer

EXHIBIT B

Docusign Envelope ID: 818E0807-53FF-4528-A706-1605A5B0B6A6

IN WITNESS WHEREOF, the undersigned, as an authorized signatory of the sole member of LOJACK GLOBAL, LLC, has executed and delivered this Written Consent as of the date first set forth above.

Sole Member

CalAmp Wireless Network Corporation

By: Jikun Kim
Name: Jikun Kim
Title: Chief Financial Officer

EXHIBIT B

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-9.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

AGR26-169 – Annual Accreditation Membership & Dues (Cognia)

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Cognia, Inc., with a Budget Authority of $972,200. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Agreement

FINANCIAL IMPACT:

$972,200. Funds are included in Fiscal Year 2027.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 4: College & Career Readiness **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jul 14, 2026

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

AGR26-169 – Annual BCPS Accreditation Membership & Dues (Cognia)

Board Meeting Date: July 28, 2026

Requested Action:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Cognia, Inc., with budget authority in the amount of $972,200.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• SBBC would pay the annual membership dues to maintain accreditation for all non-charter schools in the District.
If the School Board votes "No"	• SBBC would not have the ability to maintain accreditation for all non-charter schools in the District and put athletic scholarships and standard diplomas at risk of not being accepted by post-secondary institutions.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 4: College & Career Readiness
Measurable Outcome(s)/Return on Investment	• Systemwide Cognia Accreditation strengthens Broward County Public Schools' effectiveness by aligning District and school improvement efforts, improving organizational capacity, and sustaining continuous improvement practices that support equitable outcomes for all students, while ensuring the District maintains accreditation with Cognia.

Background/History:
This Agreement provides a District funding arrangement to maintain annual membership dues for District accreditation through Cognia. The accreditation process that SBBC commits to includes three phases over a six-year period: 1) Reflection and Analysis, 2) Engagement, and 3) Progress and Feedback. Accreditation requires systems and institutions to continuously meet Cognia policies, standards, and requirements. Cognia refers to the collective efforts and actions of the institution to continuously meet accreditation expectations as the improvement journey. This journey should progress in ways that are personalized, relevant, and meaningful on behalf of the learners being served. The total amount for school year 2027 includes the $50,000 Accreditation System Fee. This is a one-time fee.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	July 28, 2026, through July 27, 2029.
Multi-Year Agreement:	Yes, this is a three-year Agreement with the option of two additional, one-year renewal periods.
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Pursuant to Purchasing Policy 3800, Section III (D), and Rule 6A-1.012(11)(b), Florida Administrative Code, competitive solicitations are not required for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency, or a recognized educational institution.

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. Funds are included in Fiscal Year 2027.
2. The systemwide accreditation applies to Broward County Public Schools' Early Learning Centers, traditional K–12 schools, education centers, and technical high schools. Charter Schools are not included in this Agreement's accreditation membership program.

New/Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
7/28/2026 – 7/27/2029	36 months	$972,200

Budget Authority Request(s)

This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
FY27	12 months	School Transformation Office's operating budget	$357,400	Y

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY28	12 months	School Transformation Office's operating budget	$307,400
FY29	12 months	School Transformation Office's operating budget	$307,400

NOTE: Membership rates are subject to change on an annual basis and may be adjusted each year. Additional fees may apply for Early Learning Institutions. This Agreement acknowledges that the District's number of schools operating may change over the next three (3) years due to potential school closures. As a result, the total cost of certification services shall be subject to adjustment based on the actual number of schools receiving services. Any price adjustments will be calculated using the established "per-school rate" and will ensure that the District is billed only for schools that remain open and require certification during the term of the Agreement.

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Cognia accreditation impacts all non-charter schools districtwide by ensuring continued system-level accreditation, which is essential for the validity and acceptance of student diplomas, transcripts, and eligibility for postsecondary admission and athletic scholarships. Directly, schools participate in the continuous improvement cycle, including self-assessment, diagnostics, external reviews, and progress monitoring aligned to Cognia Performance Standards. Indirectly, accreditation supports consistent instructional practices, data-informed decision-making, leadership development, and organizational coherence across schools. All schools are included as part of systemwide accreditation; no schools are excluded based on enrollment, performance, or demographics.
School Selection / Prioritization	This item applies districtwide and is not based on school-by-school selection or prioritization. All non-charter schools are covered under the District's accreditation membership with Cognia.

Community / Stakeholder Engagement	Stakeholder engagement is embedded within the Cognia accreditation process. As part of accreditation reviews and continuous improvement efforts, students, parents, teachers, staff, school leaders, and community representatives may be engaged through interviews, focus groups, and Cognia tools (e.g., eProve surveys and diagnostics). Input gathered through these methods provides feedback on school climate, instructional practices, leadership effectiveness, and organizational capacity. Stakeholder feedback is used to identify strengths, challenges, and improvement priorities and informs District and school-level planning aligned to accreditation expectations.
End-User Input	Not Applicable
Technology / Capital Expected Lifecycle / Replacement Cycle	Cognia accreditation is supported through annual membership and continuous access to an online platform and improvement system, rather than a fixed capital asset. The service is renewed annually as part of the accreditation cycle.

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Agreement

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	AGR26-169	**Preparation Date:**	June 10, 2026
Previous Bid # (Ex: 10-004R):	FY24-110	**Buyer/PA:**	DAISY CHENTES-HERNANDEZ
New Bid Award Total:	$972,200	**Bid Title:**	Annual BCPS Accreditation Membership & Dues (Cognia)
Previous Award Total:	$1,128,800		
Bid Type:	REPLACEMENT BID		
Previous Bid Term (Start Date):	8/16/2022	**New Bid Term (In Months):**	
Previous Bid Term (End Date):	6/30/2026	**# of Months Into Bid:**	46

SPEND REPORTING	
Purchase Order(s) Spend:	$1,128,800
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$1,128,800**
Average Monthly Expenditure:	$24,539
Unused Authorized Spending:	**$0**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
111817-COGNIA INC	N/A		$ 1,128,800
	PO VENDOR SPEND:		**$ 1,128,800**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 1,128,800**

NOTES (Type Below):

Certification Types*
Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	1123095680	**Name** (First & Last)	Veda Hudge
Fund	1000	**Title**	Assistant Superintendent
Functional Area	630200000000000000	**Department/School Name**	School Transformation Office
Commitment Item	57330000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	Prepared on:	6/9/2026

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

COGNIA, INC.
(hereinafter referred to as "COGNIA"),
a for profit corporation of the State of Georgia,
whose principal place of business is
9115 Westside Parkway, Alpharetta, Georgia 30009

Each a "party" and together, the "parties"

RECITALS

A. **WHEREAS**, pursuant to Florida Administrative Code Rule 6A-1.012(11)(b) and SBBC Policy 3800, Section III(D), competitive solicitations are not required for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency, or a recognized educational institution; and

B. **WHEREAS**, COGNIA provides proprietary accreditation, certification, and school improvement services through an annual membership that provides access to a web-based platform titled *Cognia Improvement Platform™* (the "Services"); and

C. **WHEREAS**, SBBC desires and COGNIA wishes to provide SBBC with the Services.

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

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - DEFINITIONS

In accordance with this Agreement and "Cognia Policies and Procedures for Accreditation and Certification" incorporated herein by reference as **Exhibit A**, the following definitions shall apply:

2.1 **Accreditation**. A voluntary method of quality assurance developed more than 100 years ago by American universities and secondary schools and designed primarily to distinguish institutions adhering to a set of educational standards and policies. Accreditation applies to an entire institution or system.

2.2 **Certification**. A voluntary process of quality assurance that yields a documented recognition of achievement of a defined process or program. Certification may apply to a process or program of an institution or to an institution as a whole.

2.3 **Institution**. Any educational unit such as a school, association, corporation, charter school authorizer, education service organization, or state education agency that is seeking accreditation or certification as a single entity.

2.4 **System**. Any organization such as a corporation, district, education service agency with schools, or system of institutions that is seeking accreditation for the system as a whole, including the organization's system level and all of the institutions managed and/or operated by the system.

ARTICLE 3 - SPECIAL CONDITIONS

3.1 **Term of Agreement**. The term of this Agreement commences on **July 28, 2026**, and concludes on **July 27, 2029**, unless terminated earlier pursuant to Section 4.5 (Termination) of this Agreement. There shall be no automatic extensions or renewals of this Agreement. This Agreement may be extended upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, for 3 (three) additional one-year periods.

3.2 **Order of Precedence**. In the event of any conflict or inconsistency between the terms of this Agreement and any quote, proposal, terms of service, purchase order, or communications between the parties, whether written, oral, electronic, or otherwise, the terms and conditions of this Agreement shall govern and supersede any such documents and communications.

3.3 **Description of Services**. In accordance with this Agreement and the Scope of Work, incorporated herein by reference as **Exhibit B**, COGNIA shall provide SBBC with the following:

A. **Annual Membership and Authorized Access**. COGNIA shall provide SBBC with an annual membership granting authorized SBBC users access to:

1. **Cognia Improvement Platform™ Effective Learning Environments Observation Tool® (eleot®)**: A learner-centered classroom observation tool that measures student engagement and the quality of the learning environment to support instructional improvement.

2. **Cognia Improvement Platform™ Essential Perception Survey Suite**: A suite of surveys gathers stakeholder feedback from students, educators, families, and leaders to provide actionable insights that inform school improvement efforts.

3. **Cognia Improvement Platform™ Strategies**: A strategic planning and continuous improvement tool that helps schools and systems develop, implement, monitor, and evaluate improvement initiatives aligned to organizational goals and student outcomes.

4. **Cognia's Accreditation Protocol**: A continuous improvement process that uses self-assessment, stakeholder feedback, performance data, and peer review to evaluate and strengthen institutional effectiveness.

5. **Evidence Library**: A centralized digital repository where schools and systems store, organize, and manage documentation and artifacts related to accreditation and continuous improvement efforts.

6. **Teacher Observation Tool**: A formative observation tool designed to provide educators with actionable feedback on instructional practices that support effective, learner-centered classrooms.

7. **Cognia Improvement Platform TM Environmental Rating for Early Learning™ (erel®)**: A research-based observation instrument designed for infant through kindergarten learning environments.

B. **Accreditation and Continuous Improvement Support**. COGNIA shall support SBBC in its efforts to obtain, maintain, and enhance school and system accreditation in alignment with **Exhibit A**.

C. **Technical Support**. COGNIA shall provide technical support to SBBC 7:00 a.m. – 7:00 p.m. EST, Monday – Friday. Support is available via email at clientcare@cognia.org and phone at (888) 413-3669.

D. **Authorized Use**. Access to the Services shall be limited to SBBC-designated authorized users and used solely for accreditation, evaluation, and continuous improvement purposes specified herein.

3.4 **SBBC Responsibilities**. In accordance with this Agreement and **Exhibit B**, SBBC shall have the following responsibilities:

A. SBBC General Requirements. In order to achieve and maintain COGNIA accreditation, SBBC shall:

1. Maintain COGNIA membership.
2. Adhere to COGNIA policies, Standards, and Assurances for accreditation.
3. Submit all required reports and demographic updates within prescribed timeframes.
4. Pay all required fees within prescribed timeframes.
5. In July, annually notify COGNIA of any substantive change in an Institution or System, which changes the scope and/or has an impact on the Institution's or System's ability to meet the COGNIA Standards and policies. The report of a substantive change must describe the change itself as well as detail the impact of the change on the quality of education in the Institution or System.

B. SBBC Accreditation Requirements. In addition to the general requirements, and in order to achieve and maintain accreditation, a System must:

1. Meet the appropriate set of accreditation Standards and Assurances and host an Engagement Review prior to the System's accreditation expiration date.
2. Authentically engage in continuous improvement to achieve results.
3. Participate in required accreditation training within twelve (12) months prior to the Engagement Review.
4. Each Early Learning School within a System must host an individual Engagement Review for accreditation.
5. Submit required documentation to support the Engagement Review within the timeframes as prescribed by COGNIA.
6. May be required to submit a progress report(s) within timeframes as prescribed by COGNIA.

C. The accreditation process that SBBC commits to includes three (3) phases over a six (6) year period:

1. Reflection and Analysis
2. Engagement
3. Progress and Feedback

D. Systems and Institutions seeking to achieve or maintain accreditation understand, honor, and embrace the concept of continuous improvement. These Systems and Institutions are engaged every day in a process of continuous improvement. They are dynamic and continuously evolving, with an unrelenting focus on becoming better for the learners they serve. They operate in learning communities by demonstrating healthy cultures where

individuals collectively analyze practices and results, engage in professional learning and dialogue, take meaningful action, and assume responsibility for results.

E. Accreditation requires systems and institutions to continuously meet COGNIA policies, standards, and requirements. COGNIA refers to the collective efforts and actions of the institution to continuously meet accreditation expectations as the improvement journey. This journey should progress in ways that are personalized, relevant, and meaningful on behalf of the learners being served.

3.5 **Cost and Payment**.

A. Cost. The total cost to SBBC for the Services under this Agreement is Nine Hundred Seventy Two Thousand Two Hundred and 00/100 Dollars (**$972,200.00**) as outlined below.

1. First Year. Pursuant to *School List Invoice for the 2026-2027 School Year*, incorporated herein by reference as **Exhibit C**, the total cost for the Services is Three Hundred Seven Thousand, Four Hundred and 00/100 Dollars (**$307,400.00**), based on a per school membership rate certification cost of One Thousand, Four Hundred and 00/100 Dollars (**$1,400.00**), excluding charter schools, and One Thousand, One Hundred and 00/100 Dollars (**$1,100.00**) for Early Learning Centers.

2. Second Year. Pursuant to *School List Invoice for the 2027-2028 School Year*, incorporated herein by reference as **Exhibit D**, the total cost for the Services is Three Hundred Seven Thousand, Four Hundred and 00/100 Dollars (**$307,400.00**), based on a per school membership rate certification cost of One Thousand, Four Hundred and 00/100 Dollars (**$1,400.00**), excluding charter schools, and One Thousand, One Hundred and 00/100 Dollars (**$1,100.00**) for Early Learning Centers.

3. Third Year. Pursuant to *School List Invoice for the 2028-2029 School Year*, incorporated herein by reference as **Exhibit E**, the total cost for the Services is Three Hundred Seven Thousand, Four Hundred and 00/100 Dollars (**$307,400.00**), based on a per school membership rate certification cost of One Thousand, Four Hundred and 00/100 Dollars (**$1,400.00**), excluding charter schools, and One Thousand, One Hundred and 00/100 Dollars (**$1,100.00**) for Early Learning Centers.

4. Accreditation System Fee. Pursuant to *Accreditation Fee Invoice for the 2027-2028 School Year*, incorporated herein by reference as **Exhibit F**, the total cost is fixed in the amount of Fifty Thousand and 00/100 Dollars (**$50,000.00**).

5. Membership Rates Subject to Change. COGNIA Membership rates are subject to change on an annual basis and may be adjusted each year. Additional fees may apply for Early Learning institutions. This Agreement acknowledges that SBBC's number of operating schools may change over the next three (3) years due to potential school closures. As a result, the total cost of certification services shall be subject to adjustment based on the actual number of schools receiving services.

Any price adjustments will be calculated using the established per-school rate and will ensure that the district is billed only for schools that remain open and require certification during the term of this Agreement.

B. Payment.

1. Purchase Orders. Subsequent to the Effective Date of this Agreement, SBBC will issue an appropriate purchase order to COGNIA for satisfactory services, and continuing thereafter every July 1st during the term of this Agreement.

2. COGNIA shall submit proper and appropriate invoices as follows:

a) First Year. Subsequent to the Effective Date of this Agreement, COGNIA shall submit an invoice in the amount of Three Hundred Seven Thousand, Four Hundred and 00/100 Dollars (**$307,400.00**), which shall be due for payment on **July 30, 2026**.

b) Second Year. In or about April of 2027, COGNIA shall submit an invoice in the amount of Three Hundred Seven Thousand, Four Hundred and 00/100 Dollars (**$307,400.00**), which shall be due for payment on **July 30, 2027**.

c) Third Year. In or about April of 2028, COGNIA shall submit an invoice in the amount of Three Hundred Seven Thousand, Four Hundred and 00/100 Dollars (**$307,400.00**), which shall be due for payment on **July 30, 2028**.

d) Accreditation System Fee. In or about August of 2027, COGNIA shall submit an invoice in the fixed amount of Fifty Thousand and 00/100 Dollars (**$50,000.00**), which shall be due for payment thirty (30) calendar days from SBBC's receipt of the invoice.

3. COGNIA shall issue proper and appropriate invoices referencing the Services, the cost, date range, Agreement title, service year, deliverables rendered, and total amount due under this Agreement, to the following address:

The School Board of Broward County
Accounting and Financial Reporting Department
Attn: Accounts Payable
600 Southeast Third Avenue, 7th Floor
Fort Lauderdale, Florida 33301

4. Payment due. Upon receipt of an appropriate invoice from COGNIA, SBBC will make payment to COGNIA by or before the dates specified in Part 2 of this Section, and within thirty (30) calendar days from SBBC's receipt of the proper and appropriate invoice for the Accreditation System Fee.

5. Ancillary Block. COGNIA shall place an Ancillary Block on any and all Services that are not included under the Agreement, to prevent SBBC from incurring any unauthorized charges. COGNIA shall not invoice SBBC and SBBC is not responsible for any charges on Services for which COGNIA has or should have placed an Ancillary Block.

3.6 **SBBC Disclosure of Education Records**.

A. SBBC employees will provide COGNIA with the **deidentified** aggregate education records listed in this section for the following purposes:

1. To maintain COGNIA accreditation status for SBBC schools and the District.

B. SBBC employees will provide COGNIA with the following **deidentified** aggregate education records, via COGNIA's online platform and/or encrypted email:

1. Student Performance Data results:

a) Renaissance Star Assessments
b) Florida Assessment for Student Thinking (FAST)
c) Statewide Science Assessments
d) Spring End of Course Exams (EOCs)
e) ACT
f) SAT
g) PSAT
h) Other district and state assessment results as required to maintain accreditation status, disaggregated by grade and race.

C. In addition to the **deidentified** aggregate education records being provided by SBBC employees in this section, students will input the following information into COGNIA 's eProve™ online platform: anonymous survey responses. COGNIA shall comply with the Children's Online Privacy Protection Act of 1998 (COPPA), 15 U.S.C. 6501-6505, and its corresponding Children's Online Privacy Protection Rule, 16 C.F.R. Part 312. In instances where students under the age of thirteen (13) years enter personally identifiable work and information into COGNIA's online platform, or when COGNIA engages in passive tracking of children's personal information, SBBC shall obtain written verifiable consent from each student's parent/guardian as required by COPPA.

D. The administration of any surveys to students must be in compliance with the Protection of Pupil Rights Amendment (PPRA), 20 USC 1232h; 34 CFR 98).

E. FERPA Exception to Consent. COGNIA is considered a "school official" with a legitimate educational interest to receive the aforementioned types of information from SBBC

student education records for the purposes listed above. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 C.F.R. 99.31(a)(1), these records may be provided without prior parental consent. **Prior written consent of the parent or student age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section**.

F. The requirements of this section shall supersede any uses and disclosures of education records, or the like, as listed in COGNIA's privacy policies, if any.

3.7 **COGNIA Safeguarding the Confidentiality of Education Records**.

A. Privacy. Notwithstanding any provision to the contrary within this Agreement, COGNIA shall:

1. Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2. Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

3. Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

4. Notify the SBBC Privacy Officer immediately upon discovery of any actual or suspected hard copy breach of confidentiality of education records, regardless of whether COGNIA has confirmed it or assessed its severity, by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

B. IT Security. Notwithstanding any provision to the contrary within this Agreement, COGNIA shall:

1. Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its

employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2. Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

3. Notify the SBBC Information Security and Assurance Director immediately upon discovery of any actual or suspected electronic breach of confidentiality of education records, regardless of whether COGNIA has confirmed it or assessed its severity, by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

4. Fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees, to resolve any privacy investigations and concerns in a timely manner; and

5. Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

6. Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

7. Provide SBBC with the name and contact information of its employees who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

8. Purge education records from any media once the media is no longer in use or is to be disposed; and

9. Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

C. COGNIA shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

D. The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

3.8 **SBBC Disclosure of Employee Records**.

A. SBBC staff will provide COGNIA with the employee records in this section for the following purposes:

1. To create user accounts.
2. To provide access to the eProve suite of resources and tools.
3. To create and administer student, parent and staff surveys.

B. SBBC staff will provide the following employee records to COGNIA, via COGNIA' s online platform:

1. Employee first and last name
2. Employee work email address
3. Employee School Name
4. Employee Role (Viewer, Administrator, or Editor)

C. In addition to the employee records being disclosed by SBBC in this section, SBBC employees will input the following information into COGNIA's eProve™ online platform: anonymous survey responses.

D. The requirements of this section shall supersede any use of employee records as listed in COGNIA's privacy policies, if any

3.9 **COGNIA Safeguarding the Confidentiality of Employee Records**.

A. Privacy. Notwithstanding any provision to the contrary within this Agreement, COGNIA shall:

1. Fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records; and

2. Hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law; and

3. Only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

4. Notify the SBBC Privacy Officer immediately upon discovery of any actual or suspected hard copy breach of confidentiality of employee records, regardless of whether COGNIA has confirmed it or assessed its severity, by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

B. IT Security. Notwithstanding any provision to the contrary within this Agreement, COGNIA shall:

1. Protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information; and

2. Notify the SBBC Director of Information Security and Assurance immediately upon discovery of any actual or suspected electronic breach of confidentiality of employee records, regardless of whether COGNIA has confirmed it or assessed its severity, by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

3. Prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

4. Be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

C. The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

3.10 **Assessment of Data Protection Controls**.

A. COGNIA or any of COGNIA's subcontractors with access to SBBC data shall provide an attestation stating COGNIA and/or COGNIA's subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by COGNIA or any of COGNIA's subcontractors with access to SBBC data under this Agreement.

B. At a minimum, the audit shall show what controls are utilized for all of the following actions:

1. Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2. Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

3. Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet COGNIA's objectives while also ensuring the data is protected from unauthorized use or disclosure.

4. Monitoring compliance with established security controls.

C. COGNIA and/or COGNIA's subcontractors with access to SBBC data under this Agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. COGNIA shall provide SBBC an attestation of continued compliance by COGNIA and/or COGNIA's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

3.11 **Inspection of COGNIA's Records by SBBC**. COGNIA shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All COGNIA's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of COGNIA directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

A. Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to COGNIA's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to COGNIA pursuant to this Agreement.

B. Notice of Inspection. SBBC's agent or its authorized representative shall provide COGNIA reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

C. Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to COGNIA's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

D. Failure to Permit Inspection. Failure by COGNIA to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any COGNIA's claims for payment.

E. Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by COGNIA in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by COGNIA. If the audit discloses billings or charges to which COGNIA is not contractually entitled, COGNIA shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

F. Inspection of Subcontractor's Records. If applicable, COGNIA shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by COGNIA to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to COGNIA pursuant to this Agreement and such excluded costs shall become the liability of COGNIA.

G. Inspector General Audits. COGNIA shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

3.12 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written

notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Assistant Superintendent, School Transformation Office
The School Board of Broward County, Florida
610 NE 13th Avenue
Pompano Beach, FL 33060

To COGNIA: Cognia, Inc.
Attn: President and CEO
9115 Westside Parkway
Alpharetta, GA 30009

3.13 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, con-tract with or subcon-tract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Flori-da Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

3.14 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(14), Florida Statutes, all non-governmental entities executing, renewing, or extending an agreement with SBBC must attest under penalty of perjury that the non-governmental entity does not use coercion for labor or services as defined in that statute. By execution of this Agreement by an authorized representative of COGNIA, COGNIA hereby attests under penalty of perjury that COG-NIA does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of COG-NIA declares that they have read the foregoing statement and that the facts stated in it are true. Further, any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with COGNIA's use of coercion for labor or services as defined by Section 787.06(14), Florida Statutes, is not a Force Majeure event under this Agreement. COGNIA's Affidavit is incor-porated herein by reference.

3.15 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by COGNIA that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. COGNIA further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. COGNIA acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. COGNIA further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if COGNIA (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if COGNIA is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

3.16 **Entities of Foreign Concern**. COGNIA has access to personal identifying information ("PII") for purposes of Sections 287.138 and 501.17(g)1, Florida Statutes, as permitted herein while performing its obligations under this Agreement. By execution of the Agreement, the undersigned authorized representative of COGNIA hereby attests under penalty of perjury as follows: COGNIA is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in COGNIA; and the undersigned authorized representative of COGNIA declares that they have read the foregoing statement and that the facts stated therein are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Sections 287.138 and 501.17(g)1, Florida Statutes, as worded or may be amended hereafter. COGNIA's executed Attestation is incorporated herein by reference.

3.17 **Background Screening**. COGNIA shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the

statutes. Personnel who are subject to background screening include all of COGNIA's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of COGNIA or its personnel providing any services under this Agreement. COGNIA shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to COGNIA and its personnel. The parties agree that the failure of COGNIA to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit COGNIA to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. COGNIA agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from COGNIA's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

3.18 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. COGNIA shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, COGNIA shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. COGNIA shall 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 the Agreement's term and following completion of the Agreement if COGNIA does not transfer the public records to SBBC. Upon completion of the Agreement, COGNIA shall transfer, at no cost, to SBBC all public records in possession of COGNIA or keep and maintain public records required by SBBC to perform the services required under the Agreement. If COGNIA transfers all public records to SBBC upon completion of the Agreement, COGNIA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If COGNIA keeps and maintains public records upon completion of the Agreement, COGNIA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300 OPTION 5, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.19 **Proprietary Information**.

A. Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

B. If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

3.20 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

B By COGNIA. COGNIA agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative

and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by COGNIA, its agents, servants, or employees; the equipment of COGNIA, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of COGNIA or the negligence of COGNIA's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by COGNIA, SBBC, or otherwise.

3.21 **Insurance Requirements**. COGNIA shall comply with the following insurance requirements throughout the term of this Agreement:

A. General Liability. COGNIA shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 General Aggregate; and limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

B. Professional Liability/Cyber Liability. COGNIA shall have and maintain Professional Liability/Cyber Liability insurance with a limit of not less than $1,000,000.00 per occurrence covering any services provided under this Agreement**.**

C. Workers' Compensation. In accordance with Chapter 440, Florida Statutes, COGNIA shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000.00/$100,000.00/$500,000.00 (each accident/disease-each employee/disease-policy limit).

D. Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

E. Verification of Coverage. Proof of the required insurance must be furnished by COGNIA to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit COGNIA to remedy any deficiencies. Post award you will receive an email including a link to upload (drag and drop) your certificate of insurance.

F. Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3. Certificate Holder: The School Board of Broward County, Florida, 600 Southeast Third Avenue, 11th Floor, Fort Lauderdale, FL 33301.

G. Cancellation of Insurance. COGNIA is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

H. SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

3.22 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.23 **Names and Marks**. COGNIA shall not acquire any rights under this Agreement to, and shall not use, the name of "The School Board of Broward County, Florida" or "SBBC", or "Broward County Public Schools" or "BCPS" either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively, "SBBC Marks") in any of COGNIA's advertising, publicity, or promotion, to express or imply any endorsement by SBBC or The School Board of Broward County, Florida, of its Services, or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by SBBC, except as expressly permitted herein. No advertisement, publication, or other use of SBBC Marks shall be published or otherwise promulgated by COGNIA without SBBC's prior inspection and written approval. This clause shall survive the expiration or sooner termination of this Agreement.

3.24 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

3.25 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

3.26 **Exhibits**. **Exhibits A, B, C, D, E,** and **F** attached hereto are incorporated herein by reference.

ARTICLE 4 - GENERAL CONDITIONS

4.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

4.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

4.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

4.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 4.5.

4.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

4.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

4.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

4.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

4.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

4.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

4.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

4.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

4.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

4.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

4.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

4.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

4.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

4.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

4.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

4.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

4.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V. Balkanski
_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

FOR COGNIA:

Note: Cognia does not have a corporate seal.

(Corporate Seal)

COGNIA, INC.

Signature: Mark A. Elgart

Corporate Secretary Signature

Kenneth Bergman

Print Name: Mark A. Elgart

Title: President/CEO

-OR-

Date: 6/24/2026

Witness Signature

Print Name

-AND-

Witness Signature

Print Name

[THIS SPACE IS INTENTIONALLY BLANK; EXHIBITS FOLLOW]

ACCREDITATION AND CERTIFICATION

EXHIBIT A

Policies and Procedures

cognia®

Table of Contents

Cognia Policies and Procedures for Accreditation and Certification 1

Definitions 1

Policy 1: Policy Management, Applicability and Recognition 2

Policy 2: Term and Process Requirements of Accreditation and Certification 2

Policy 3: Statuses for Accreditation and Certification 10

Policy 4: Procedures for Initial Accreditation and Certification 16

Policy 5: Procedures for Consolidated, Reorganized, and Other Schools 18

Policy 6: Procedures Regarding Complaints by and about Accredited and/or Certified Institutions or Systems 19

Policy 7: Appeal Procedures 21

EXHIBIT A

Cognia Policies and Procedures for Accreditation and Certification

The Cognia policies and procedures outlined in this document represent the unified policies and procedures for accreditation and certification from Cognia and its Accreditation Divisions: North Central Association Commission on Accreditation and School Improvement (NCA CASI), Northwest Accreditation Commission (NWAC), and Southern Association of Colleges and Schools Council on Accreditation and School Improvement (SACS CASI), herein collectively referred to as Cognia. These policies are effective July 1, 2025, as approved by the Cognia Global Commission.

Definitions

For the purposes of these policies and procedures, the listed terms are defined as:

Accreditation. A voluntary method of quality assurance developed more than 100 years ago by American universities and secondary schools and designed primarily to distinguish institutions adhering to a set of educational standards and policies. Accreditation applies to an entire institution or system.

Certification. A voluntary process of quality assurance that yields a documented recognition of achievement of a defined process or program. Certification may apply to a process or program of an institution or to an institution as a whole.

Institution. Any educational unit such as a school, association, corporation, charter school authorizer, education service organization, or state education agency that is seeking accreditation or certification as a single entity.

System. Any organization such as a corporation, district, education service agency with schools, or system of institutions that is seeking accreditation for the system as a whole, including the organization's system level and all of the institutions managed and/or operated by the system.

Jurisdiction. The permanent physical location where the institution has appropriate licensure(s) to operate, meets governmental regulations, aligns with state/country educational standards, reporting structures, graduation requirements, and all other applicable requirements.

Manage. Indirect control with a focus on direction and supervision while delegating implementation and execution of the day-to-day functions (strategic oversight, monitoring, and setting framework for execution).

Operate. Direct control and oversight of operational management related to the day-to-day functions of the school.

EXHIBIT A

Policy 1: Policy Management, Applicability and Recognition

1.1 Management. The revision and adoption of the accreditation and certification policies and procedures of Cognia shall be the responsibility of the Cognia Global Commission.

1.2 Applicability. These policies and procedures apply to all institutions or systems seeking Cognia accreditation and/or certification.

1.3 Recognition. Institutions or systems that achieve accreditation and/or certification will be awarded the applicable accreditation and/or certification recognition representative of all three Cognia accreditation and certification divisions.

Policy 2: Term and Process Requirements of Accreditation and Certification

2.1 Eligibility for Accreditation and Certification.

a. Institutions must have a permanent physical location where the institution has appropriate licensure(s) to operate, meets governmental regulations, aligns with state/country educational standards, reporting structures, graduation requirements, and all other applicable requirements.

b. Accreditation only. Accreditation may be conferred to an institution or a system. For systems accreditation, the system and all schools managed and/or operated by the system must be accredited or in the accreditation process.

c. Certification may be conferred to an institution or a system. Accreditation is a requirement for certification. For system certification, all schools managed and/or operated by the system must be following the educational model of the certification, with system oversight and quality assurance processes to ensure the model is fully embedded in all schools. Certification is conferred under the name of the institution whether the certification was earned by the institution as a whole or by a program(s) within the institution.

d. Simultaneous Accreditation and Certification. An institution may be both accredited and certified. The expiration dates for any accreditation status or any certification status will be aligned to the accreditation term. An institution must earn certification concurrently with accreditation. An institution may lose certification without automatically jeopardizing the status of accreditation, but a loss of accreditation status will result in a loss of certification.

2.2 Term of Accreditation or Certification. The term of accreditation and/or certification is six years as long as the institution or system continues to satisfy the following:

a. General Requirements of Policy 2.3.

b. Accreditation Requirements of Policy 2.4 for institutions or systems seeking to achieve and maintain accreditation.

c. Certification Requirements of Policy 2.5 for institutions seeking to achieve and maintain certification.

d. Additional Requirements of Policy 2.6 for institutions and systems.

EXHIBIT A

2.3 General Requirements. In order to achieve and maintain Cognia accreditation or certification, an institution or system must:

a. Maintain membership in Cognia.

b. Adhere to Cognia policies, Standards, and Assurances for accreditation and/or certification.

c. Maintain a permanent physical location where the institution has appropriate licensure(s) to operate, meets Governmental Regulations as outlined in Policy 2.6, and aligns with state/country educational standards.

d. Submit all required reports and demographic updates within prescribed timeframes.

e. Pay all required fees within prescribed timeframes.

2.4 Accreditation Requirements. In addition to the general requirements, and in order to achieve and maintain accreditation, an institution or system must:

a. Notify Cognia of its intent to pursue accreditation by submitting an application for accreditation.

b. Meet the appropriate set of accreditation Standards and Assurances.

c. Authentically engage in continuous improvement to achieve results.

d. If not yet accredited at any status, the institution or system must host a Candidacy Review.

i. If Cognia determines the institution or system does not possess the capacity to meet the policies, Standards, and Assurances required to achieve accreditation, the institution or system will remain a member of Cognia and must host another Candidacy Review in order to pursue accreditation.

ii. If Cognia determines the institution or system has the capacity to meet policies, Standards, and Assurances required to achieve accreditation, the institution or system will be conferred with the status of Candidate.

e. Participate in required accreditation training within 12 months prior to the Engagement Review.

f. Host an Engagement Review within a timeframe established by Cognia after achieving the status of Candidate and at least once every six years thereafter. An institution/system may request a delay of an Engagement Review for a timeframe not to exceed one year. The request must be submitted to Cognia in writing according to any specifications or guidelines provided by Cognia for requesting a delay.

i. Each Early Learning School within a system must host an individual Engagement Review for accreditation.

g. Submit required documentation to support the Engagement Review within timeframes as prescribed by Cognia.

h. Submit a progress report(s) within timeframes as prescribed by Cognia.

2.5 Certification Requirements. In order to achieve and maintain certification, an institution must meet the following criteria in addition to the general requirements listed in Policy 2.4:

a. Notify Cognia of its intent to pursue certification by submitting an application.

b. Meet the appropriate set of certification Standards.

c. Host a certification review concurrently with the accreditation Engagement Review or within a timeframe established by Cognia and at least once every six years thereafter.

EXHIBIT A

2.6 Additional Requirements. In addition to satisfying the conditions outlined in Policy 2.2, an institution or system must adhere to the following:

a. Compliance with Applicable Governmental Requirements. The institution or system must comply with all applicable governmental requirements, including any requirements for governmental approval, recognition, or accreditation. The system must ensure that all of its institutions also comply with all applicable governmental requirements, including any requirements for governmental approval, recognition, or accreditation. An institution's or system's loss of its governmental approval, recognition, accreditation, or certification may be grounds for an accreditation review, monitoring review, or certification review that may result in a change in accreditation or certification status in accordance with the procedures outlined in this document. In the absence of governmental regulations, or if governmental regulations are less than Cognia's, Cognia shall require the institution or system to meet the guidelines presented in the Cognia Educational Practices Reference Guide.

b. Non-discriminatory Admission of Students. Institutions and systems accredited or certified through Cognia shall not discriminate on the basis of race, creed, color, sex, national or ethnic origin, age, or disabilities or act unlawfully in the administration of their educational policies, scholarship, admission, and loan programs.

Institutions should have clear and transparent policies about their hiring and enrollment practices that are aligned with the institution's purpose, mission, and values. Cognia holds institutions accountable for following their stated policies through enacted procedures, local and national government regulations, as well as our standards and requirements for accreditation.

c. Records Retention. Institutions and systems are required to maintain and implement a records retention system that meets applicable government requirements for all operating, financial, personnel, and student records. If an institution or system is not subject to any governmental requirements, student records must be retained in perpetuity. The records retention system applies to paper and electronic records, includes appropriate back-up systems, and details consistent processes for records destruction.

i. Institutions and systems must have written procedures for the ongoing access and maintenance of all relevant records in the event the institution or system ceases operation.

ii. The institution or system must document to Cognia via the process for Substantive Change the location of where the records will be housed and contact information for that location.

d. Institutional Integrity and Due Process. An institution or system is required to represent itself accurately in all aspects of the accreditation process and certification process. If an institution or system misrepresents itself, including but not limited to the following: misrepresentation of its accreditation or certification status to the public; has any condition that may be detrimental to the students and/or clientele of the institution or system; or falsely reports its compliance with the policies and Standards for accreditation and/or certification; the institution's or system's accreditation and/or certification may be grounds for an accreditation review, monitoring review, or certification review that may result in a change in accreditation or certification status in accordance with the procedures outlined in this document. If an institution's or system's accreditation and/or

EXHIBIT A

certification is recommended to be dropped, the institution or system shall be afforded due process in consideration of such action.

e. Substantive Change. An institution and system must report to Cognia within sixty (60) days of occurrence any substantive change in the institution and system, which changes the scope and/or has an impact on the institution's or system's ability to meet the Cognia Standards and policies. The report of a substantive change must describe the change itself as well as detail the impact of the change on the quality of education in the institution or system. Substantive change areas include, but are not limited to, the following:

- **i.** Cease of operation/closure of the institution or system. Include the location of where student records will be housed and the contact information for that location.
- **ii.** Official name of institution.
- **iii.** Physical location of the institution or system.
- **iv.** Consolidation or reorganization of the institution.
- **v.** Mission and purpose of the institution.
- **vi.** Governance structure of the institution or system, including changing to a charter school or charter school system, being the subject of a governmental takeover, or a change in ownership.
- **vii.** Institution or System Type
- **viii.** Grade levels served by the institution or system.
- **ix.** Student enrollment change greater than 20% increase or decrease.
- **x.** Head of institution and other staff in leadership positions.
- **xi.** Level of funding change greater than 20% increase or decrease.
- **xii.** School day or school year.
- **xiii.** Establishment of an additional location geographically apart from the main campus.

Institution or system failure to submit a substantive change may result in changes to the institution's or system's accreditation and/or certification status or loss of accreditation and/or certification.

f. Credits or Grade Placement. The institution must maintain written policy and procedures for credits and grade placement and should be designed to ensure proper academic placement of the student.

- **i.** The institution shall accept and classify transfer credits earned or grade placement from institutions that are accredited by a recognized national, regional,[1] or state accrediting agency without further validation based on the school's policies and procedures governing such offerings.

[1] Recognized regional accrediting agencies include the North Central Association Commission on Accreditation and School Improvement (NCA CASI), Northwest Accreditation Commission (NWAC), the Southern Association of Colleges and Schools Council on Accreditation and School Improvement (SACS CASI), Western Association of Schools and Colleges (WASC), the Middle States Association of Colleges and Schools Commissions on Elementary and Secondary Schools (MSA CESS), and New England Association of Schools and Colleges (NEASC).

EXHIBIT A

ii. The institution may accept credits or grade placement from non-accredited institutions when validated by one or more of the following procedures: a review of the student's academic record, an analysis of a sending institution's curriculum, a review of a portfolio of student work, or through an assessment of scholastic performance. The receiving institution must maintain policies and procedures to govern the acceptance of credit or grade placement from non-accredited sources.

iii. The institution should provide prompt and accurate transcript services for students entering or leaving the institution in accordance with local policy.

2.7 Cognia Responsibilities. Cognia is responsible for supporting and monitoring institution and system adherence to the Cognia Standards and policies, conducting an Engagement Review to every accredited school or system at least once every six years; conducting a Certification Review to every institution holding a certification at least once every six years; reviewing all institution and system reports; granting an accreditation or certification status for all institutions or systems; responding to complaints by and about institutions and systems; and maintaining accurate, complete, and timely records. In performing its duties, Cognia retains the right to conduct an on-site review of an accredited or certified institution or system regarding any matter at any time.

a. Codes of Conduct. In performing the responsibilities outlined in Policy 2.7, all agents of Cognia shall adhere to the Cognia Code of Ethics, Cognia Conflict of Interest Policy, and Cognia Confidentiality Statement, including Family Educational Rights and Privacy Act (FERPA) Compliance and/or other governmental privacy regulations as applicable.

i. Code of Ethics. Cognia Representatives agree to adhere to the Cognia Code of Ethics. The code outlines the ethical behaviors that are essential to the proper performance of Cognia duties and to the maintenance of confidence in our work by our institutions and systems, other clients, and the public.

1. **Conflicts of Interest.** We conduct ourselves in a manner which seeks to avoid a conflict of interest or any appearance of a conflict of interest. We abide by the Cognia Conflict of Interest Policy.
2. **Impartiality.** We treat all institutions and systems that are or may seek membership, accreditation, or certification services with impartiality and courtesy.
3. **Confidentiality and Privacy.** We treat information obtained through institutions' or systems' participation in the accreditation and/or certification process as confidential and shall not disclose such information except in a manner that is consistent with Cognia policies, governmental regulation, or judicial procedure. We respect the privacy rights of all individuals in the performance of Cognia duties.
4. **Transparency.** We are committed to providing timely, complete, and accurate information to the public and appropriate stakeholders. All information about the organization will fully and honestly reflect the policies and practices of Cognia.
5. **Legal Compliance.** We are knowledgeable of and comply with all applicable laws, regulations, and requirements.

EXHIBIT A

6. **Responsible Stewardship.** We manage the organization and its resources responsibly and prudently. We use organizational resources only for Cognia purposes.
7. **Inclusiveness and Diversity.** We promote inclusiveness and seek diversity in officers, staff, board members, agents, contractors, and volunteers and the institutions, systems, and other clients we serve in order to enrich our effectiveness.

ii. Conflict of Interest Policy.

The Cognia Conflict of Interest Policy is designed to ensure the highest level of ethical conduct of employees, volunteers, and agents of Cognia (hereinafter referred to as "Cognia Representatives" or "Representatives") and to avoid public perceptions and financial consequences detrimental to Cognia that could arise from the misuse, or perception of misuse, of an individual's position or influence.

1. **Conduct.** Cognia adheres to the highest legal and ethical standards applicable in our business. Cognia's business is conducted in the strict observance of both the letter and spirit of all applicable laws and regulations, including the Foreign Corrupt Practices Act and the integrity of each Cognia Representative is of utmost importance. Business dealings that appear to create conflicts of interest between Cognia and a Cognia Representative are unacceptable. A potential or actual conflict of interest occurs whenever a Cognia Representative is in a position to influence a decision that may result in a personal gain for the Cognia

   Representative or an immediate family member as a result of Cognia's business dealings. Cognia Representatives shall conduct themselves in a manner which seeks to avoid a conflict of interest or any appearance of a conflict of interest between their personal interests and interests of Cognia.
2. **Full Disclosure.** Cognia Representatives shall disclose to the Chief Accreditation Officer any possible conflict of interest, at the earliest possible time, in a written disclosure statement. The Chief Accreditation Officer is responsible for reviewing all submitted statements and making decisions concerning resolutions of conflicts.
3. **Conflicts of Interest.** A Cognia Representative shall be considered to have a possible conflict of interest if such individual has an existing or potential financial or other interest which impairs or might appear to impair independent, unbiased judgment in discharging responsibilities on behalf of Cognia.
   a. Such interests may include, but are not limited to:
      i. Any financial or other interests in institutions and systems that are Cognia members or seeking Cognia membership, accredited, seeking accreditation, and/or certified or seeking certification services through Cognia;
      ii. Employment or consulting arrangements with institutions or systems engaged in the accreditation or certification without prior disclosure to the Chief Accreditation Officer;
      iii. Ownership of some or all of an institution or system;

EXHIBIT A

iv. The holding of mortgages, liens, or other debt instruments or interest upon an institution or system engaged in the accreditation and/or certification;

v. Service as an officer or director of an institution or system that is engaged in the accreditation and/or certification; or

vi. The possession of any of the listed interests by a spouse, child, other relative or close friend.

b. While institutions and systems are specifically noted in the above examples (i-vi), conflict of interest may be with any clients, vendors, or matters of Cognia operations where a Cognia Representative is in a position to benefit, directly or indirectly, from his/her dealings with Cognia.

c. If a Cognia Representative is uncertain about whether a particular interest should be declared, the individual shall describe the interest in writing to the Chief Accreditation Officer who will issue a binding ruling as to whether the matter in question constitutes a reportable conflict of interest.

4. **Prohibited Actions.** In circumstances in which a Cognia Representative has a possible conflict of interest, the Representative shall not:

a. Participate in financial or other agreements with any institutions or systems, clients, or vendors where a possible conflict of interest might exist;

b. Participate in any type of Cognia Review of the institutions or systems wherein the conflict of interest may exist or in discussions regarding issues that may involve a possible conflict of interest.

5. **Signing of the Conflict of Interest Statement.** All Cognia Representatives shall be advised of the Conflict of Interest Policy and shall sign the statement using procedures as provided by Cognia.

6. **Violations of the Conflicts of Interest Policy.** If the Chief Accreditation Officer has reasonable cause to believe a Cognia Representative has failed to disclose actual or possible conflicts of interest, he/she shall inform the Representative of the basis for belief and afford the Representative an opportunity to explain the alleged failure to disclose.

a. If, after hearing the Representative's response and after making further investigation as warranted by the circumstances, the Chief Accreditation Officer determines that the Representative has failed to disclose an actual or possible conflict of interest, the Chief Accreditation Officer shall take appropriate disciplinary and/or corrective action.

iii. Confidentiality Statement. As part of the accreditation and/or certification process, or other Cognia member services, institutions and systems submit to Cognia information considered to be of a proprietary and confidential nature. Other than granting a limited license to use said information for the purposes of providing accreditation, certification, and/or other Cognia member service to the institution or system, Cognia recognizes that the submission of information does not transfer ownership of said property to Cognia.

EXHIBIT A

1. Cognia retains all rights, title, and interest in the work product produced, including but not limited to supporting notes, analyses, interpretations, and impressions compiled by agents of Cognia as part of the accreditation and/or certification process and other Cognia member services.
2. Any and all information provided to or collected by Cognia as part of the processes for accreditation, certification, and/or Cognia membership shall be safeguarded in a manner comparable to a standard of reasonable care exercised by other agencies engaged in accreditation and school improvement activities. Cognia will maintain the documentation and evidence submitted by the institution or system in a password controlled, access restricted environment.
3. If Cognia is required by legal, judicial, or administrative process to disclose information beyond the institution's or system's Executive Summary, Engagement Review Report, Certification Review Report, Progress Assessment Report, and any special or interim accreditation or certification reports, Cognia shall promptly notify the institution or system and allow the institution or system a time to oppose such process.
    a. Nothing contained herein shall obligate Cognia to oppose such process, and all cost incurred in opposing said process shall be the responsibility of the school/school system/education provider seeking protection.
4. Information shall not be deemed confidential or proprietary for purposes of this policy, if said information:
    a. Is already known to Cognia at the time of disclosure;
    b. Is or becomes publicly known through no wrongful act of Cognia or its agents; or
    c. Is disclosed by the actions of a non-restricted third party.
5. Nothing contained herein shall interfere with the legal obligation of Cognia to report instances of child abuse, sexual harassment, or discrimination or any other affirmative reporting requirements under any applicable laws and/or governmental regulations.

b. Gifts. Members of Engagement Review Teams, Certification Review Teams, other review teams as conducted by Cognia, and other agents of Cognia who provide services to institutions and systems are prohibited from accepting gifts, other than branded logo items of minimal value, from institutions and systems.

c. Violation Review and Due Process. In performing its duties, Cognia may monitor an accredited or certified institution or system on any matter related to possible violations of Cognia Standards and Policies at any time. Cognia shall use its judgment and discretion in determining whether a complaint rises to a level justifying an evaluation. Evaluations will only be initiated when supported by substantial evidence and when they involve matters that could seriously hinder or disrupt the educational effectiveness of the institution and ability of the institution to meet the Cognia Policies or Standards for accreditation or certification.

All violation evaluations shall be conducted with proper attention to due process, and procedures shall be followed to protect the rights of all parties. The accreditation status of an accredited institution or system or the certification status of a certified

EXHIBIT A

institution or system may be changed as deemed appropriate through the review and evaluation process; and timelines set forth in Policy 3 may not necessarily apply to special reviews and subsequent monitoring reviews. When warranted by a change of status recommendation, the results of an evaluation shall be reported to the Cognia Global Commission.

d. Maintenance of and Public Access to Institution and System Records. Cognia maintains a record retention system that includes procedures for maintenance and access to institution and system records. Cognia retains all institution and system final accreditation and certification reports and official correspondence for a 10-year period, documenting two full terms of accreditation or certification. Cognia makes available for public access the institution's and system's accreditation and certification status, institution's and system's term of accreditation and certification, and institution's and system's date of initial accreditation and certification. Cognia reserves the right to make available for public access the institution's or system's Engagement Review Report, Certification Review Report, and any progress, special, or interim accreditation reports.

Policy 3: Statuses for Accreditation and Certification

3.1 Status. Accreditation or certification status is based on the performance of an institution or system in areas related to policies, Standards, and Assurances. No provisions in Policy 3 prevent an institution's or system's accreditation status from being changed upon a different timeline established due to the findings of a special review and/or possible subsequent monitoring reviews.

a. Accreditation Status. Accreditation status is a designation provided by Cognia that defines the institution's or system's standing relative to the results of an Engagement Review and/or due to the findings of a progress report(s), special review, and/or subsequent monitoring reviews. There are six accreditation statuses that may be conferred on an institution or system. The accreditation status is based on the performance of an institution or system in areas related to the applicable set of accreditation Standards, policies, Assurances, student performance results, and stakeholder feedback.

i. Accredited with Distinction. A status conferred to an institution or system in excellent standing, and based on the most recent Engagement Review, exceeds a substantial number of Standards and criteria, has documented high levels of student performance results in multiple curricular areas, and has earned an Index of Education Quality® (IEQ®) score at an exemplary level. The institution or system having a status of Accredited with Distinction will continue with that status through the assigned expiration date of the six-year accreditation term as long as the institution or system continuously meets the policies, Standards, and Assurances for accreditation. The institution must address any Areas for Improvement in a required Progress report due three years following review.

ii. Accredited with Merit. A status conferred to an institution or system in excellent standing, and based on the most recent Engagement Review, meets or exceeds most Standards and criteria, has documented levels of high student performance results in one or more curricular area, and has earned an IEQ score above expectations. The institution or system having a status of Accredited with Merit will continue with

EXHIBIT A

that status through the assigned expiration date of the six-year accreditation term as long as the institution or system continuously meets the policies, Standards, and Assurances for accreditation. The institution must address any Areas for Improvement in a required Progress report due three years following review.

iii. **Accredited.** A status conferred to an institution or system in good standing, and based on the most recent Engagement Review, meets all or a substantial number of Standards and criteria, has documented student performance results that are average, and has an IEQ score that falls within an acceptable range as determined by Cognia. The institution or system having a status of Accredited will continue with that status through the assigned expiration date of the six-year accreditation term as long as the institution or system continuously meets the policies, Standards, and Assurances for accreditation. The institution must address any Areas for Improvement in a required Progress report due three years following review.

iv. **Accredited Needing Improvement.** A status conferred to an institution or system in fair standing, and based on the most recent Engagement Review, meets some, but falls below several Standards and criteria, has limited documented or poor student performance results, and an IEQ score that falls slightly below an acceptable range as determined by Cognia. The institution or system having a status of Accredited Needing Improvement will continue with that status through the assigned expiration date of the six-year accreditation term or until the institution or system successfully documents adequate progress in Areas for Improvement and/or by providing documented evidence of substantially meeting policies, Standards, and Assurances for accreditation. The institution must address any Areas for Improvement in a required Progress report due three years following review.

v. **Accredited Under Review.** A status conferred to an institution or system in noncompliance with policies, Standards, and Assurances impacting the effective operations of the institution or system; not meeting Cognia's expectations based on the most recent Engagement Review, fails to meet a substantial number of Standards or criteria, may have poor or unsatisfactory student performance results, and/or has an IEQ score that falls below an acceptable range. Additionally, an institution or system may be conferred the status of Accredited Under Review based on the results of a special review or monitoring review wherein the institution or system fails to meet a substantial number of Standards or criteria. An institution or system having a status of Accredited Under Review will submit an annual progress report to Cognia on Areas for Improvement identified in the most recent review report or actions identified by Cognia to achieve compliance, host an onsite monitoring review within one year of the previous review or timelines prescribed by Cognia, and host subsequent monitoring reviews as prescribed by Cognia. An institution or system having a status of Accredited Under Review will continue with that status until the institution or system successfully documents adequate progress in Areas for Improvement and/or by providing documented evidence of substantially meeting policies, Standards, and Assurances for accreditation.

EXHIBIT A

vi. **Accredited Under Conditions.** A status is conferred to an institution or system in poor standing with the following conditions:

1. Has held the status of Accredited Under Review for at least twelve (12) months and,
2. Has failed to demonstrate, with documented evidence, substantive progress in addressing the circumstances for which the institution was conferred the status of Accredited Under Review.

OR

3. Has been found by a special review to no longer adhere to the accreditation Standards, policies, and Assurances (refer to Policy 6.5); fails to cooperate with any special review or request for information; and circumstances warrant such action.

An institution or system having a status of Accredited Under Conditions may be recommended for drop of accreditation.

a. **Intent to File Response.** Within thirty (30) calendar days of the Cognia Global Commission's ratification of the institution's or system's status of Accredited Under Conditions, the institution or system must notify Cognia in writing of its intent to file a written response indicating why the institution or system should not have its accreditation dropped.

b. **Response.** Within sixty (60) calendar days of submitting the intent to file a written response, the institution or system must submit to Cognia a written response indicating that the institution or system should not have its accreditation dropped. The response must be substantiated by documented evidence(s) that address(es) the circumstances for the institution having been conferred the status of Accredited Under Conditions. Additionally, a documented improvement plan, inclusive of strategies, timelines, and dedicated resources targeted toward the identified circumstances, must accompany the response.

c. **Cognia Decision.** Within thirty (30) calendar days of Cognia receiving the institution's or system's written response with substantiating evidence and improvement plan, Cognia will notify the institution or system of Cognia's decision to either:

i. Continue the institution's or system's status of Accredited Under Conditions not to exceed one year from the date of Commission ratification. Cognia may extend the institution's or system's status of Accredited Under Conditions for one year or at a time until the institution or system has successfully documented sufficient progress to warrant a change in status to Accredited Under Review.

OR

ii. Proceed with procedures to drop the accreditation of the institution or system according to Policy 3.2b.

EXHIBIT A

b. Certification Status. Certification status is a designation provided by Cognia that defines the standing of an institution or a system relative to the results of a certification review, a special review, and/or subsequent monitoring reviews.

i. There is one certification status that may be conferred on an institution or a system. The certification status is based on the performance of an institution or a system in areas related to the applicable set of certification Standards, policies, and Assurances. In order to maintain certification in good standing, the institution or system must also be accredited.

ii. Certified. A status conferred to an institution or system in good standing, and based on the most recent Certification Review, meets the criteria established by Cognia.

iii. The institution or system having a status of Certified will continue with that status through the assigned expiration date of the six-year accreditation term as long as the institution or system continuously meets the policies, Standards, and Assurances for accreditation and certification.

3.2 Non-accredited or Non-certified Status. There are two non-accredited statuses that may be conferred on an institution or system, which are candidate for accreditation and dropped from accreditation, and one non-certified status that may be conferred on an institution which is dropped from certification. Any Cognia member institution or system that has not yet achieved any accreditation and/or certification status remains as a Cognia member.

a. Candidate for Accreditation. The Cognia member institution or system becomes a candidate once it has hosted a Candidacy Review and the Candidacy Review Team and Cognia find that the institution or system has the capacity to meet the Standards, policies, and Assurances required to earn accreditation, but the institution or system has not yet completed the Engagement Review. Candidate status denotes the institution or system's active and meaningful engagement in continuous improvement toward accreditation. The institution or system must complete the Engagement Review within the timeframe established by Cognia.

i. The institution or system may remain as a Cognia member if it has hosted the Candidacy Review and been found by the Candidacy Review Team and Cognia to not have the capacity to meet the Standards, policies, or Assurances to earn accreditation. In such a case, the institution or system will not be conferred the status of candidate.

ii. The institution or system must host another Candidacy Review if again pursuing accreditation.

b. Dropped.

i. Accreditation. The institution or system will receive a dropped status if it:

1. Does not meet the Standards, policies and/or Assurances of the accreditation process or certification process; or
2. Finds it is no longer able to meet the Cognia accreditation and/or certification Standards, policies and/or Assurances and notifies Cognia that it wishes to have its accredited status or certification status dropped; or
3. Has been Accredited Under Conditions and fails to make substantial progress within the timeframe established by Cognia on the circumstances for the institution having been conferred the status of Accredited Under Review; or

EXHIBIT A

4. Fails to complete the Engagement Review within the timeframe established by Cognia, as outlined in Policy 2.4; or
5. Ceases operation; or
6. Fails to pay membership and other fees related to accreditation and/or certification within prescribed timelines.

The dropped status is effective on July 1 of the current academic year when membership fees for the current academic year have not been received by the annual subscription date.

a. An institution or system that has been dropped from accreditation must remove all references to its accredited status from institution and/or system diplomas, certificates, websites, buildings, literature, and any other public facing documents or media.

b. A dropped institution or system may seek reinstatement for accreditation within one year of receiving the Cognia notification letter of the dropped status. After one year, the dropped institution or system must reapply and follow the same procedures as new institutions or systems.

ii. Certification. The institution or system will receive a dropped status for certification if it:

1. Does not meet the Standards and/or policies of the certification process; or
2. Finds it is no longer able to meet the Cognia certification Standards and/or policies and notifies Cognia that it wishes to have its certification status dropped; or
3. Is no longer accredited by Cognia.
4. An institution or system that has been dropped from certification must remove all references to its certification status from institution and/or system diplomas, certificates, websites, buildings, literature, and any other public facing documents or media.

c. Future or Expected Status. An institution or system that does not hold a current status of accreditation and/or certification may not project future or expected accreditation or certification status. All candidate institutions or systems are not accredited or certified until such status is officially granted by the Cognia Global Commission. In any public announcements regarding the institution's or system's pursuit of accreditation or certification, the institution or system must avoid any implication that the Cognia membership or candidate status equates with accreditation or certification or automatically leads to accreditation or certification. Cognia's Global Commission shall have full authority and discretion to deny accreditation or certification status to any institution or system determined by Cognia to be in violation of this policy.

d. Ongoing Monitoring. The status of an institution or system is regularly monitored by Cognia and may be changed by the Cognia Global Commission based on new or corrected information provided by the institution or system, Engagement Review Reports, Certification Review Reports, reports from special reviews, complaints submitted, or other sources.

EXHIBIT A

3.3 Reinstatement. Institutions or systems may request reinstatement of their accreditation status in accordance with the following conditions and steps for reinstatement:

a. Within twelve (12) months of the institution's or system's receipt of the Cognia notification letter of the dropped accreditation status by the Cognia Global Commission, Cognia receives the institution's or system's request for reinstatement of accreditation status. The institution may request/access the Request for Reinstatement form from Cognia.

b. The institution or system completes and submits the Request for Reinstatement form for review and approval by Cognia.

c. The institution or system submits the reinstatement fee and Cognia membership fees for all years covered by the reinstatement timeframe. The fees are submitted to the Cognia Finance Department using the instructions provided on the Reinstatement for Reinstatement form.

d. Within fifteen calendar (15) days of receiving the Request for Reinstatement form, all applicable Cognia membership fees, and the reinstatement fee, Cognia contacts the institution or system to confirm receipt of the reinstatement request form and fees.

e. Upon the institution or system being reinstated to the status of accredited, the institution or system is reinstated to the original accreditation term. The institution or system must satisfy all requirements of the accreditation and/or certification term in which it is being reinstated.

f. For institutions or systems that have been dropped for cause, the following procedures are required:

i. Within thirty (30) calendar days, the institution or system must submit to Cognia a written rationale for the institution or system to be reinstated to its accreditation status at the time of being dropped. The rationale must be substantiated by documented evidence(s) that address progress toward the circumstances for the institution having been conferred the status of Accredited Under Conditions. Additionally, a documented improvement plan, inclusive of strategies, timelines, and dedicated resources targeted toward the identified circumstances must accompany the rationale.

ii. Within thirty (30) calendar days of receiving the written rationale with substantiating documentation and improvement plan from the institution or system, Cognia forwards the Request for Reinstatement form, the rationale for reinstatement with its substantiating evidence and improvement plan, accreditation actions or recommendations for review, and action to the Cognia Global Commission at the next scheduled Cognia Global Commission meeting.

iii. Upon Cognia Global Commission action to reinstate the institution's or system's accreditation status, the institution or system is reinstated with an expiration date not to exceed one year from the date of Commission action. Cognia may extend the institution's or system's status of Accreditation Under Conditions for one year at a time until the institution or system has successfully documented sufficient progress to warrant a change in status to Accredited Under Review or higher.

g. An institution or system that dropped in its last year of the accreditation term and reinstates must host an Engagement Review for accreditation upon reinstatement.

EXHIBIT A

Policy 4: Procedures for Initial Accreditation and Certification

4.1 Overview. Institutions or systems seeking initial accreditation must demonstrate that they meet the Cognia Standards, policies, and Assurances for accreditation, have the capacity to support institution or system improvement and are committed to growth in student learning and organizational effectiveness. Institutions or systems seeking initial certification must be accredited and must demonstrate that they meet the Cognia Standards and policies for certification.

4.2 General Guidelines. Following are general guidelines for all institutions or systems seeking initial accreditation: An institution or system must:

- **a.** Demonstrate financial stability before it may be accredited.
- **b.** Certify that it possesses the appropriate licenses to operate if licensing is required by any governmental authority applicable to the institution or system.
- **c.** For accreditation, host a Candidacy Review within the timeframe established by Cognia.
- **d.** For accreditation, complete an Engagement Review after becoming a candidate for accreditation within the timeframe established by Cognia.
- **e.** For certification, an institution must be accredited and complete a Certification Review within the timeframe established by Cognia.

4.3 Application for Accreditation and/or Certification and Fees. The institution or system must complete and submit all required application materials. All accreditation and review fees for certification are specified in a Cognia fee schedule.

4.4 For Accreditation – Candidacy Review and Candidacy Status. Upon receipt of completed application materials and fees, Cognia coordinates a Candidacy Review with the institution or system seeking accreditation. The purpose of the review is to:

- **a.** Determine if the institution or system has the capacity and integrity to meet and adhere to the Cognia Standards, policies, and Assurances.
- **b.** Determine if the institution or system has the capacity to support continuous improvement.
- **c.** Make a determination if the institution or system should become a candidate for accreditation or remain as a Cognia member.

Upon achievement of candidate status, the institution or system authentically engages in the accreditation process and continuous improvement, submits any required documents, and prepares for its first Engagement Review. In the case of systems, all institutions within the system also authentically engage in the accreditation process and continuous improvement, submit required documents, and participate in the preparations for the system Engagement Review, including participating in school reviews, as may be required.

4.5 For Accreditation – Engagement Review and Accreditation Recommendation. The candidate institution or system completes an Engagement Review within the timeframe established by Cognia. The Engagement Review results in an accreditation recommendation that is reviewed, along with other documentation, by Cognia and the Cognia Global Commission which takes accreditation action.

EXHIBIT A

4.6 For Accreditation – Remaining in Candidacy Status. If accreditation is not conferred on the institution or system after completing its initial Engagement Review, the institution or system remains as a candidate for accreditation. To achieve accreditation, the institution or system must:

a. Meet the requirements specified in the Engagement Review Report.

b. Complete a follow-up Engagement Review within the timeframe established by Cognia to address, at a minimum, the requirements specified in the Engagement Review Report.

c. Provide documentation for the subsequent Engagement Review that addresses the requirements specified in the Engagement Review Report.

The Engagement Review results in an accreditation recommendation that is reviewed, along with the submitted documentation, by Cognia and the Cognia Global Commission which takes accreditation action.

If the institution or system fails to meet the requirements specified in the Engagement Review Report, its candidate status may be removed. The institution or system may remain a Cognia member and must inform Cognia if it wishes to continue to seek accreditation.

4.7 For Certification – Certification Review and Certification Recommendation. The Cognia member institution or system must complete a Certification Review within the timeframe established by Cognia. The Certification Review results in a certification recommendation that is reviewed, along with other documentation, by Cognia and Cognia Global Commission which takes certification action.

a. If certification is not conferred, the institution or system may remain a Cognia member and must inform Cognia if it wishes to continue to seek certification.

4.8 For Accreditation – Institutions from a System that is System Accredited. Institutions applying for initial accreditation that are part of systems that are system accredited use the following procedures:

a. The institution (school) completes and submits an application for accreditation.

b. The system verifies that the institution meets Cognia Accreditation Standards, policies, and Assurances and is actively engaged in the system's process for quality Assurance.

c. Upon receiving the system's notification of an additional institution(s), the appropriate Cognia Office makes an accreditation recommendation that is submitted to the Cognia Global Commission for accreditation action

d. Upon earning accredited status, the institution engages in the system's approved plan for accreditation.

e. If the institution is not recommended for accreditation, the system must submit a plan for how it will address any noted deficiencies to ensure the institution is ready for accreditation within a year.

f. Early learning schools within a system must each complete an individual Engagement Review for accreditation. The Engagement Review results in an accreditation recommendation that is reviewed, along with the submitted documentation, by Cognia and the Cognia Global Commission which takes accreditation action.

4.9 Continuing Accreditation or Certification. Upon achieving an accreditation status or certification status, the institution or system engages in continuous improvement and meets and adheres to the Cognia Standards, policies, and Assurances required of all institutions or systems to maintain their accreditation or certification status.

EXHIBIT A

Policy 5: Procedures for Consolidated, Reorganized, and Other Schools

5.1 Consolidated Institutions. A consolidated school may retain continuing accreditation provided that at least one of the institutions involved in the consolidation is accredited by Cognia at the time of the consolidation. There must be no break in accreditation. The institution must submit written notification of consolidation to Cognia. Cognia will review the notification of consolidation and update the records accordingly.

5.2 Reorganized Institutions. A new institution(s) formed by reorganization of an accredited school may retain continuing accreditation with the approval of Cognia. The reorganized institution must submit written notification of its reorganization to Cognia. Cognia will review the notification and determine whether the reorganized school may continue its accreditation or be required to apply as a new institution and follow the new institution procedures.

5.3 Extension or Branch Campuses. An extension or branch campus of an institution can be accredited as part of the main campus provided all of the following conditions are met:

- **a.** The extension or branch campus is under the direct supervision of the administrative head of the main campus institution.
- **b.** The director or supervisor of the extension or branch campus reports directly to the administrative head of the main campus institution.
- **c.** The extension or branch campus only serves students who are enrolled in the main campus institution.
- **d.** The extension or branch campus provides a program of services that are a part of the total educational program of the main campus, and it does not duplicate services or programs.
- **e.** The extension or branch campus operates under the same identification number (or identifier) as the main campus as provided by the regulating governmental authority. If this requirement is met, but is in opposition to any of the other provisions in Policy 5.3, the extension or branch campus may be accredited as part of the main campus institution.

5.4 Schools within a School. Schools within a school are treated as separate schools and are required to comply with all Cognia accreditation requirements if the governmental authority has provided them with distinct school numbers. If the schools share the same state-provided school number, they may be treated as one school by Cognia.

EXHIBIT A

Policy 6: Procedures Regarding Complaints by and about Accredited and/or Certified Institutions or Systems

6.1 Written complaint. Any complaints submitted by and about institutions or systems must be submitted in writing, both paper and electronic notices are acceptable. All complaints should include the following information to allow for proper review and if determined, in the sole discretion of Cognia, further appropriate evaluation:

- **a.** The name and address (including city, state, and country) of the institution or system.
- **b.** The name, address, phone number and other pertinent contact information of the complainant.
- **c.** A description of the circumstances or events and any relevant documentation that support the complaint.
- **d.** A statement of relationship with the individual involved, if the complainant is not the aggrieved individual. Complaints concerning individual students will only be reviewed or sent to the institution if the complaint is made or authorized by a student of majority age or by an individual that has the legal authority and right to represent the student.
- **e.** The name, address, and other contact information for the individual at the school/school system that has been contacted by the complainant to resolve the problem or situation.
- **f.** Permission for representatives of Cognia to access pertinent records concerning the complainant if such records are not available to the public.
- **g.** A statement of first-hand knowledge of the substance of the complaint, unless the complaint is supported by reliable documentation which is referenced in the complaint.

6.2 Complaints Regarding Conflicts of Interest. Any complaint that identifies a potential conflict of interest shall be filed with the Chief Accreditation Officer of Cognia. Any complaints submitted regarding potential conflicts of interest must be submitted in writing, both paper or electronic notices are acceptable. All complaints should include the following information to allow for proper review and if determined, in the sole discretion of Cognia, further appropriate evaluation:

- **a.** The name, address, phone number, and other pertinent contact information of the complainant.
- **b.** A description of the circumstances or events and any relevant documentation that support the complaint.
- **c.** A statement of relationship with the individual involved, if the complainant is not the aggrieved individual.

6.3 Complaints Regarding Child Abuse, Sexual Harassment or Discrimination. Any complaint that identifies potential child abuse, sexual harassment or discrimination on the part of a student or staff member, shall be forwarded immediately to the appropriate agency authorized to manage such complaints. Unsigned complaints concerning potential child abuse, sexual harassment, or discrimination will be forwarded to the principal and the superintendent or other similar official in the institution's or system's organization. Findings by the appropriate agency may result in action by Cognia's Global Commission.

EXHIBIT A

6.4 Individual Grievances. Isolated and individual grievances between an institution or system and person are not evaluated by Cognia. Cognia will acknowledge to the person filing the complaint, in writing, the receipt of the complaint.

a. Cognia will contact the complainant to review the requirements of Policy 6.1 if the complaint received by Cognia does not meet such requirements and to inform the complainant that the complaint with redacted information to protect the identity of the complainant will be shared with the institution or system according to Policy 6.4(b). This contact may be made by Cognia through written, email and/or telephone conversation. This contact affords the complainant the opportunity to append additional information as necessary and proceed with the complaint to Cognia or to withdraw a submitted complaint. Under no circumstances will Cognia encourage the complainant to withdraw a complaint. Rather, this is to transparently communicate Cognia procedures to the complainant.

b. Cognia will notify the institution or system of each complaint that is of an individual grievance. Upon request, Cognia will provide copies of complaints to the institution with redacted information to protect the identity of the complainants. The institution will bear the responsibility to respond to requests for copies of the complaints from stakeholders or other interested parties.

c. The Cognia notification to the institution or system may request the institution or system to:

i. Within 30 days, respond in writing to Cognia communicating its handling of the complaint, or

ii. Address the complaint according to the institution's own policy and procedure for managing complaints but that no written response is required to Cognia.

iii. A copy of the complaint and the institution's or system's response to the complaint, if required, will be maintained by Cognia.

d. If several individual complaints against a school suggest a particular violation or pattern of violations which might affect the institution's or system's ability to meet Cognia Standards, policies or Assurances, further evaluation may be authorized and shall occur within a reasonable period of time.

6.5 Review and Evaluation of Complaints. Cognia will pursue complaints that are determined by Cognia to sufficiently identify potential violations of Cognia Standards, policies, or Assurances. Cognia will notify the institution or system in writing of each complaint. Cognia will provide copies of complaints to the institution with redacted information to protect the identity of the complainants. The institution will bear the responsibility to respond to requests for copies of the complaints from stakeholders or other interested parties. Cognia will request the institution or system to respond in writing within 30 days to Cognia communicating the institution's handling of the complaint.

a. If Cognia determines that an institution's or system's response to a complaint does not sufficiently address the complaint or if an institution or system fails to address the complaint in a timely manner, the information about the complaint will be shared with

i. The Engagement Review Team scheduled for the next review of the institution or system if an Engagement Review is scheduled during the current year, or

EXHIBIT A

ii. Representatives of a Special Review Team being sent to the institution or system to conduct a special review to evaluate the complaint. The Special Review Team is charged with

1. Reviewing said complaint, as well as, evaluating the possible violation of any other Cognia Standards, policies, or Assurances that may be discovered through a diligent and thorough evaluation, and
2. Recommending an Accreditation or Certification status of the institution or system.

b. The findings from review and evaluation of a complaint may result in changes to an institution's or system's accreditation or certification status.

c. The Cognia Global Commission does not have civil authority to impose any order of settlement on an institution or system or its representatives. Complainants seeking a settlement, payment, or compensation should pursue their concern through the channels offered by a State Department of Education or other legal or governmental authority having jurisdiction over the subject matter.

Policy 7: Appeal Procedures

7.1 Right to Appeal. An institution or system has the right to appeal a decision made to place the institution or system on any of the listed statuses:

i. Accredited Under Conditions

ii. Drop of Accreditation

iii. Drop of Certification

An accredited or certified institution or system remains accredited or certified until the final disposition of the appeal. The accreditation or certification status of the institution or system does not change until all rights of appeal pursuant to the Policy are exhausted. The appellate process shall be carried out in a timely and expeditious manner to ensure protection of the public interest as well as the institution.

7.2 Adverse Decision. When an institution or system has been conferred any of the listed statuses:

i. Accredited Under Conditions

ii. Drop of Accreditation

iii. Drop of Certification

a. Within fourteen (14) calendar days after the adverse decision is ratified by the Cognia Global Commission, Cognia shall notify the institution or system in writing, delivered by overnight service or Certified Mail, Return Receipt Requested.

b. The written notification shall specify the Standards, policies, and/or Assurances not met. A copy of this Policy shall be provided to the institution or system along with the notice of the adverse decision.

c. After the adverse decision is taken by the Cognia Global Commission, and if no notice of intent to appeal is filed as provided in Policy 7.4, the decision becomes final.

EXHIBIT A

7.3 Grounds for Appeal. The grounds on which an appeal may be taken are:

a. Departure by the Cognia Global Commission from the procedures established by written policy, or agreement, or by recognized custom which is of such significance as to affect materially the adverse decision;

b. The citing by the Cognia Global Commission of factually incorrect information as basis for its decision which is of such significance as to affect materially the Commission's adverse action;

c. Bias, as evidenced by a demonstrable intent on the part of evaluators, the Cognia Global Commission, or the Cognia Global Commission's professional staff to prejudice the evaluation or other review of the institution's status of accreditation, such bias being of such significance as to affect materially the Cognia Global Commission's adverse accrediting action; or

d. The adverse action is arbitrary and capricious.

7.4 Appeal Procedures. An institution or system wishing to appeal shall do so in accordance with the procedures set forth as follows:

a. Within ten (10) calendar days of receipt of the written notice of the decision for adverse action, the institution or system shall file its intent to appeal the decision to place the institution or system on any of the listed statuses:

i. Accredited Under Conditions

ii. Drop of Accreditation

iii. Drop of Certification

See Policy 7.3 for grounds for an appeal.

b. A notice of an intent to appeal shall be filed only with the prior authorization of the governing authority of the institution or system and documentation or evidence of such authorization shall be included in the notice of intent to appeal.

c. The notice of intent to appeal shall be submitted via overnight service or Certified Mail, Return Receipt Requested to the Chief Accreditation Officer of Cognia.

d. The notice of intent to appeal shall contain a statement of the ground(s) on which the appeal will be made but need not provide evidence in support of the appeal.

i. The institution or system shall submit to the Chief Accreditation Officer of Cognia a bond for costs of the appeal in the amount of twenty-five thousand dollars ($25,000.00) that accompanies the notice of intent to appeal.

ii. After the costs of the appeal have been deducted from the amount of the bond, any unused portion of the bond shall be returned to the institution or system.

iii. If the costs of the appeal exceed the amount of the bond, the institution or system shall pay the additional costs to Cognia.

e. Within twenty (20) calendar days of filing notice of intent to appeal, the institution's or system's written appeal shall be submitted in person or by certified mail, return receipt requested, to the Cognia Chief Accreditation Officer.

i. The institution's or system's written appeal shall set forth its argument and supporting evidence as the basis for its appeal. Only evidence previously submitted to Cognia may be included in the submission. New evidence will not be considered.

EXHIBIT A

ii. At the time of filing the written appeal, the institution or system shall advise the Chief Accreditation Officer it will present oral arguments at the appeals hearing and, if so, with or without legal counsel. In the event the school/school system elects not to send representatives to the appeals hearing, then Cognia shall likewise not send representatives to the hearing, and the Appeals Panel will be authorized to decide the appeal based solely on the written submissions of the parties.

iii. If the institution or system has good cause to believe that any member of the Commission's standing appeals body should not hear the institution's or system's appeal, it shall notify the Chief Accreditation Officer in writing of the basis for its objection at the time it submits its written appeal. See Policy 7.4(e).

iv. Objections to the composition of the Panel shall be heard and ruled upon by the Chair of the Cognia Global Commission in consultation with the Chief Accreditation Officer.

f. Within thirty (30) calendar days following receipt of the written appeal, Cognia shall submit its written response to the Chief Accreditation Officer with a copy to the institution or system.

g. A Panel of three impartial evaluators shall be selected by the Cognia Chief Accreditation Officer, and confirmed by the Cognia Global Commission, to hear the institution's or system's appeal. The Panel shall be selected from a standing appeals body appointed by the Cognia Global Commission to serve for staggered three-year terms.

i. The standing appeals body shall be comprised of educators who are knowledgeable about accreditation and certification requirements but do not hold any other appointed, paid, or elected position with Cognia.

The Chief Accreditation Officer will promptly notify the institution or system of the names of the members of the Appeals Panel and the date and place of the hearing.

The Chief Accreditation Officer will transmit a copy of the institution's or system's appeal documents and Cognia's written response to each member of the Appeals Panel in advance of the hearing.

h. Within sixty (60) calendar days of receipt of the institution's or system's written appeal, the Appeals Panel will hold the hearing.

i. The institution or system shall not have the right to cross-examine individual agents of Cognia staff. Additionally, Cognia staff shall not have the right to cross-examine representatives of the institution or system. The appeals hearing is not a court proceeding and is not intended to be adversarial. It is the role of the Appeals Panel to consider the merits of each party's arguments along with supporting evidence when making its determination.

ii. Cognia may request that its legal counsel be present to advise the panel members on matters relating to the Policy.

iii. The appeal hearing may be held virtually or at a physical location, at the discretion of the Cognia Accreditation Officer.

iv. The institution or system may request that the appeal hearing be transcribed. No audio- taping, video-taping, or other recording of the appeal is permitted.

EXHIBIT A

v. Evidence in support of the appeal shall be limited to that evidence presented to Cognia prior to making its adverse accrediting action except as hereinafter provided. The Appeals Panel shall consider evidence bearing only upon the grounds specified for the appeal. Additional written materials or evidence not presented to Cognia at the time of its original decision as a part of its review (or of its decision following a remand as provided in Policy 7.4(l)ii. may not be presented to the Appeals Panel.

vi. Other than at the appeals hearing, the Appeals Panel shall not meet with representatives of either the institution or system or Cognia.

i. The decision of the Appeals Panel shall be determined by majority vote. The Appeals Panel shall meet in executive session to reach its decision following the close of hearing. Appeals hearings shall not be conducted as a judicial proceeding. Rules of evidence, pre-hearing discovery, the right to subpoena witnesses, and the right to cross examine witnesses shall not be permitted, provided however, members of the Appeals Panel may ask questions of the institution or system and Cognia's representatives present at a hearing.

j. The institution or system appealing an adverse accrediting action shall bear the burden of proof and may be represented by legal counsel at the hearing to present or assist in the presentation of the institution's or system's appeal. Cognia may elect to be represented by legal counsel at the hearing in the event the institution or system is represented by counsel.

k. The chairperson of the Appeals Panel may limit the presentations of the institution or system and Cognia to one half hour each, provided however, the time for presentations and questioning may be extended to either or both parties as determined in the sole discretion of the chairperson.

i. The order of presentation shall be first, the institution or system and second, Cognia.

ii. Within the sole discretion of the chairperson as to time and scope, the Appeals Panel may permit the institution or system to present final comments and/or arguments following Cognia's presentation.

iii. Nothing herein shall be deemed to require either the institution or system or Cognia to make any oral presentation at the Appeals Panel hearing and the failure to do so shall have no bearing or relevance in reaching a decision by the Appeals Panel.

l. The Appeals Panel decision shall include the Panel's ruling together with the reasons therefore as well as any additional information deemed pertinent by the Panel and shall be the only written decision of the Panel.

i. Within ten (10) calendar days of the close of the hearing, the Appeals Panel decision shall be filed by the Appeals Panel with the Chief Accreditation Officer.

ii. The Appeals Panel shall have the authority to affirm, reverse or remand the Adverse Action and will direct the Commission to implement the decision in a manner consistent with the Appeals Panel's decisions or instructions. In a decision to remand the adverse action to the Commission for further consideration, the Appeals Panel must identify specific issues that the Commission must address.

iii. Within seven (7) calendar days of filing its decision with the Chief Accreditation Officer, the Appeals Panel shall inform the institution or system and the Cognia Global Commission of its decision.

EXHIBIT A

m. All expenses of the appeal, including all expenses of the members of the Appeals Panel, are to be borne fully by the institution or system submitting the appeal.

n. The Appeals Panel can either, affirm, reverse or remand the decision to the Cognia Global Commission for reconsideration. If the Appeals Panel,

i. Affirms the decision of the Cognia Global Commission, the action is final.

ii. Reverses the decision of the Cognia Global Commission, the action is final.

iii. Remands the decision to the Cognia Global Commission for further consideration and the Commission adheres to its original decision, the matter shall be considered final.

EXHIBIT A


EXHIBIT A

COGNIA, INC. ("COGNIA") SCOPE OF WORK FOR:
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

1. Purpose. The purpose of this Scope of Work document ("SOW") is to establish COGNIA's Membership and Accreditional Services (the "Services") for The School Board of Broward County, Florida ("SBBC").

2. Service Requirements.

2.1 COGNIA Responsibilities and Deliverables. In accordance with the Agreement between SBBC and COGNIA and this SOW, COGNIA shall:

2.1.1 Provide SBBC with annual District accreditation, membership, and access to the COGNIA Continuous Improvement Platform™, a web-based platform which provides resources and tools to support SBBC's efforts related to school improvement, as follows:

2.1.1.1 Annual district accreditation, membership, and continuous improvement online platform. Access to the Cognia Improvement Platform™; a web-based platform which provides the following resources and tools to support SBBC's efforts related to school improvement: COGNIA's Accreditation Protocol, Observation Tools, Surveys, and Strategies.

2.1.2 Any SBBC questions regarding COGNIA membership services and accreditation processes through the COGNIA Senior Director, who will serve as SBBC's main point of contact for the Services.

2.1.3 Support and monitor SBBC's adherence to the COGNIA standards and policies, as outlined in the COGNIA Policies and Procedures for Accreditation and Certifation.

2.1.4 Provide SBBC with the following training:

2.1.4.1 Accreditation Training: Within twelve (12) months prior to the Engagement Review.

2.1.5 Conduct the following reviews for SBBC and review all institution system reports as applicable:

2.1.5.1 Accreditation Engagement Review: Every six (6) years.

2.1.5.1.1 Provide support during the official accreditation engagement review.

2.1.5.1.2 Provide a detailed Accreditation Engagement Review

EXHIBIT B

report with COGNIA's findings, highlights of noteworthy practices, and identifying areas for improvement.

2.1.5.2 Certification Review: If applicable, a minimum of once, every six (6) years.

2.1.6 Grant SBBC COGNIA Accreditation or Certification Status based on the performance of an institution or system in areas related to the applicable set of accreditation standards, policies, assurances, student performance results, and stakeholder feedback.

2.1.7 Provide SBBC with support for the requirements of the mid-cycle progress report.

2.1.7.1 Assess the institution's progress in the mid-cycle progress report in addressing the areas of improvement from the most recent Engagement Review report and provide feedback and next steps.

2.1.8 Maintain accurate, complete, and timely records as provided by SBBC in accordance with the Agreement and this SOW.

2.1.9 Adhere to the COGNIA Code of Ethics and COGNIA Conflict of Interest Policy. In the event of any conflict between this provision and the Agreement, the provisions of the Agreement shall govern.

3. **SBBC Responsibilities**. For SBBC to achieve and maintain COGNIA accreditation, SBBC shall:

3.1 Maintain COGNIA annual membership as provided in the Agreement.

3.2 Adhere to COGNIA's policies and procedures, standards, and assurances for accreditation and/or certification.

3.3 Submit all required reports and demographic updates[1] within prescribed timeframes.

3.4 In July, annually notify COGNIA of any substantive changes in by submitting the COGNIA Substantive Notification Change Form as this may affect how the institution meets COGNIA policies, standards, and requirements.

3.5 Have written procedures for the ongoing access and maintenance of all relevant records[2] in the event the institution or system ceases operation.

3.6 Maintain policies and procedures for credits and grade placement, which should be designed to ensure proper academic placement of the student.

[1] A demographic update refers to any personnel changes within a school or the District concerning leadership or administration.
[2] In this section, "records" refers to any artifacts that SBBC houses in the COGNIA platform, such as the annual customer survey data.

EXHIBIT B

3.6.1 Accept and classify transfer credits earned or grade placement from other institutions that are accredited by a recognized national, regional, or state accrediting agency without further validation based on SBBC policies and procedures governing such offerings.

3.6.2 Maintain policies and procedures to govern the acceptance of credits or grade placement from non-accredited sources, when validated by one or more of the following procedures:

3.6.2.1 A review of the student's academic record.
3.6.2.2 An analysis of the sending institution's curriculum.
3.6.2.3 A review of a portfolio of student work.
3.6.2.4 An assessment of scholastic performance.

3.6.3 Provide prompt and accurate transcript services for students entering or leaving the institution in accordance with applicable SBBC policy.

4. **Fee Schedule***. In accordance with the Agreement and this SOW, the following Fee Schedule shall apply:

4.1 School Year 2026-2027:

4.1.1 One Thousand Four Hundred and 00/100 Dollars (**$1,400.00**) per school.
4.1.2 One Thousand One Hundred and 00/100 Dollars (**$1,100.00**) per Early Learning Center.

4.2 School Year 2027-2028:

4.2.1 One Thousand Four Hundred and 00/100 Dollars (**$1,400.00**) per school.
4.2.2 One Thousand One Hundred and 00/100 Dollars (**$1,100.00**) per Early Learning Center.
4.2.3 Accredidation Fee in the amount of Fifty Thousand and 00/100 Dollars (**$50,000.00**).

4.3 School Year 2028-2029:

4.3.1 One Thousand Four Hundred and 00/100 Dollars (**$1,400.00**) per school.
4.3.2 One Thousand One Hundred and 00/100 Dollars (**$1,100.00**) per Early Learning Center.

*Fee Schedule is subject to change for the next school year with ninety (90) days prior notice.

EXHIBIT B

COGNIA, INC.
9115 Westside Parkway
Alpharetta, GA 30009
Phone: 678-392-2285 x5608
888-413-3669 x5561
TIN: 20-8613765

QUOTE

Customer No.: 214935

Bill To:

Broward County Public Schools
Accounts Payable
610 NE 13th Ave.
Pompano Beach FL 33060
United States

Date(s) of Service: 2026 - 2027 School Year

Rates are subject to change on an annual basis and may be adjusted each year. Additional fees may apply for Early Learning institutions.

Quote Total $	**$307,400.00**

DESCRIPTION	Sell-To Customer	AMOUNT
US Membership	101836 Broward Virtual Education	$1,400.00
US Membership	201555 Lanier-James Education Center	$1,400.00
US Membership	201560 Bright Horizons School	$1,400.00
US Membership	201565 Cypress Run Education Center	$1,400.00
US Membership	201583 Charles W. Flanagan High School	$1,400.00
US Membership	201609 Whispering Pines School	$1,400.00
US Membership	201611 Pine Ridge Education Center	$1,400.00
US Membership	201632 Wingate Oaks Center	$1,400.00
US Membership	201647 The Quest Center	$1,400.00
US Membership	201655 William T. McFatter Technical College	$1,400.00
US Membership	201659 Sheridan Technical High School	$1,400.00
US Membership	201665 Dave Thomas Education Center	$1,400.00
US Membership	201675 South Broward High School	$1,400.00
US Membership	201681 Stranahan High School	$1,400.00
US Membership	201684 McArthur High School	$1,400.00
US Membership	201687 Dillard High School	$1,400.00
US Membership	201689 J. P. Taravella High School	$1,400.00
US Membership	201695 Fort Lauderdale High School	$1,400.00
US Membership	201696 Northeast High School	$1,400.00
US Membership	201697 Cross Creek School	$1,400.00
US Membership	201698 Plantation High School	$1,400.00
US Membership	201699 Hollywood Hills High School	$1,400.00
US Membership	201700 Western High School	$1,400.00
US Membership	201701 Nova High School	$1,400.00
US Membership	201705 Pompano Beach High School	$1,400.00
US Membership	201707 Miramar High School	$1,400.00
US Membership	201788 College Academy at Broward College	$1,400.00
US Membership	201957 Deerfield Beach High School	$1,400.00
US Membership	201999 Boyd H. Anderson High School	$1,400.00
US Membership	202001 Coconut Creek High School	$1,400.00
US Membership	202002 Cooper City High School	$1,400.00

EXHIBIT C

COGNIA, INC.
9115 Westside Parkway
Alpharetta, GA 30009
Phone: 678-392-2285 x5608
888-413-3669 x5561
TIN: 20-8613765

QUOTE

Customer No.: 214935

Bill To:

Broward County Public Schools
Accounts Payable
610 NE 13th Ave.
Pompano Beach FL 33060
United States

Date(s) of Service: 2026 - 2027 School Year

Quote Total $	**$307,400.00**

DESCRIPTION	Sell-To Customer	AMOUNT
US Membership	202009 Piper High School	$1,400.00
US Membership	202013 South Plantation High School	$1,400.00
US Membership	202046 Hallandale All Magnet High School	$1,400.00
US Membership	202055 Coral Springs High School	$1,400.00
US Membership	202056 Blanche Ely High School	$1,400.00
US Membership	202066 Whiddon-Rogers Education Center	$1,400.00
US Membership	202083 Henry D. Perry Educational Center	$1,400.00
US Membership	202104 Stoneman Douglas High School	$1,400.00
US Membership	202134 Atlantic Technical College & Technical High School	$1,400.00
US Membership	202135 Cypress Bay High School	$1,400.00
US Membership	202150 Deerfield Beach Elementary School	$1,400.00
US Membership	202252 Apollo Middle School	$1,400.00
US Membership	202253 Atlantic West Elementary School	$1,400.00
US Membership	202254 Attucks Middle School	$1,400.00
US Membership	202255 Bair Middle School	$1,400.00
US Membership	202256 Banyan Elementary School	$1,400.00
US Membership	202257 Bayview Elementary School	$1,400.00
US Membership	202258 Bennett Elementary School	$1,400.00
US Membership	202259 Mary M. Bethune Elementary School	$1,400.00
US Membership	202260 Boulevard Heights Elementary School	$1,400.00
US Membership	202261 Broadview Elementary School	$1,400.00
US Membership	202262 Broward Estates Early Learning& Resource Center	$1,100.00
US Membership	202263 Castle Hill Elementary School	$1,400.00
US Membership	202264 Coconut Creek Elementary School	$1,400.00
US Membership	202265 Colbert Elementary Magnet School	$1,400.00
US Membership	202266 Collins Elementary School	$1,400.00
US Membership	202267 Cooper City Elementary School	$1,400.00
US Membership	202268 Coral Springs Elementary School	$1,400.00
US Membership	202269 Coral Springs Middle School	$1,400.00
US Membership	202270 Cresthaven Elementary School	$1,400.00
US Membership	202271 Croissant Park Elementary School	$1,400.00

EXHIBIT C

COGNIA, INC.
9115 Westside Parkway
Alpharetta, GA 30009
Phone: 678-392-2285 x5608
888-413-3669 x5561
TIN: 20-8613765

QUOTE

Customer No.: 214935

Bill To:

Broward County Public Schools
Accounts Payable
610 NE 13th Ave.
Pompano Beach FL 33060
United States

Date(s) of Service: 2026 - 2027 School Year

Quote Total $	**$307,400.00**

DESCRIPTION	Sell-To Customer	AMOUNT
US Membership	202272 Crystal Lake Middle School	$1,400.00
US Membership	202273 Cypress Elementary School	$1,400.00
US Membership	202274 Dania Elementary School	$1,400.00
US Membership	202275 Davie Elementary School	$1,400.00
US Membership	202276 Deerfield Beach Middle School	$1,400.00
US Membership	202277 Deerfield Park Elementary School	$1,400.00
US Membership	202278 Dillard Elementary School	$1,400.00
US Membership	202279 Charles Drew Elementary Magnet School	$1,400.00
US Membership	202280 Driftwood Elementary School	$1,400.00
US Membership	202281 Driftwood Middle School	$1,400.00
US Membership	202282 William Dandy Middle School	$1,400.00
US Membership	202283 Fairway Elementary School	$1,400.00
US Membership	202284 Flamingo Elementary School	$1,400.00
US Membership	202285 Floranada Elementary School	$1,400.00
US Membership	202286 Forest Hills Elementary School	$1,400.00
US Membership	202287 Stephen Foster Elementary School	$1,400.00
US Membership	202288 Griffin Elementary School	$1,400.00
US Membership	202290 Harbordale Elementary School	$1,400.00
US Membership	202291 Hollywood Central Elementary School	$1,400.00
US Membership	202292 Hollywood Hills Elementary School	$1,400.00
US Membership	202293 Hollywood Park Elementary School	$1,400.00
US Membership	202294 Horizon Elementary School	$1,400.00
US Membership	202295 James S. Hunt Elementary School	$1,400.00
US Membership	202296 Lake Forest Elementary School	$1,400.00
US Membership	202297 Larkdale Elementary School	$1,400.00
US Membership	202298 Lauderdale Lakes Middle School	$1,400.00
US Membership	202300 Lauderhill 6-12	$1,400.00
US Membership	202301 Lauderhill Paul Turner Elementary School	$1,400.00
US Membership	202302 Lloyd Estates Elementary School	$1,400.00
US Membership	202303 McNab Elementary School	$1,400.00
US Membership	202304 McNicol Middle School	$1,400.00
US Membership	202305 Maplewood Elementary School	$1,400.00

EXHIBIT C

COGNIA, INC.
9115 Westside Parkway
Alpharetta, GA 30009
Phone: 678-392-2285 x5608
888-413-3669 x5561
TIN: 20-8613765

QUOTE

Customer No.: 214935

Bill To:

Broward County Public Schools
Accounts Payable
610 NE 13th Ave.
Pompano Beach FL 33060
United States

Date(s) of Service: 2026 - 2027 School Year

Quote Total $	**$307,400.00**

DESCRIPTION	Sell-To Customer	AMOUNT
US Membership	202306 Margate Elementary School	$1,400.00
US Membership	202307 Margate Middle School	$1,400.00
US Membership	202308 Robert C. Markham Elementary School	$1,400.00
US Membership	202309 Meadowbrook Elementary School	$1,400.00
US Membership	202310 Miramar Elementary School	$1,400.00
US Membership	202311 Mirror Lake Elementary School	$1,400.00
US Membership	202312 Morrow Elementary School	$1,400.00
US Membership	202313 New River Middle School	$1,400.00
US Membership	202314 Nob Hill Elementary School	$1,400.00
US Membership	202315 Norcrest Elementary School	$1,400.00
US Membership	202316 North Andrews Gardens Elementary School of the Arts	$1,400.00
US Membership	202318 North Lauderdale Elementary School	$1,400.00
US Membership	202319 North Side Elementary School	$1,400.00
US Membership	202320 Oakland Park Elementary School	$1,400.00
US Membership	202321 Oakridge Elementary School	$1,400.00
US Membership	202322 Olsen Middle School	$1,400.00
US Membership	202323 Orange Brook Elementary School	$1,400.00
US Membership	202324 Oriole Elementary School	$1,400.00
US Membership	202325 Palmview Elementary School	$1,400.00
US Membership	202326 Park Ridge Elementary School	$1,400.00
US Membership	202327 Parkway Middle School of the Arts	$1,400.00
US Membership	202328 Pasadena Lakes Elementary School	$1,400.00
US Membership	202329 Pembroke Lakes Elementary School	$1,400.00
US Membership	202330 Pembroke Pines Elementary School	$1,400.00
US Membership	202331 Annabel C. Perry Elementary School	$1,400.00
US Membership	202333 Peters Elementary School	$1,400.00
US Membership	202334 Pines Lakes Elementary School	$1,400.00
US Membership	202335 Pines Middle School	$1,400.00
US Membership	202336 Pinewood Elementary School	$1,400.00
US Membership	202337 Pioneer Middle School	$1,400.00

EXHIBIT C

COGNIA, INC.
9115 Westside Parkway
Alpharetta, GA 30009
Phone: 678-392-2285 x5608
888-413-3669 x5561
TIN: 20-8613765

QUOTE

Customer No.: 214935

Bill To:

Broward County Public Schools
Accounts Payable
610 NE 13th Ave.
Pompano Beach FL 33060
United States

Date(s) of Service: 2026 - 2027 School Year

Quote Total $	**$307,400.00**

DESCRIPTION	Sell-To Customer	AMOUNT
US Membership	202338 Plantation Elementary School	$1,400.00
US Membership	202340 Plantation Park Elementary School	$1,400.00
US Membership	202341 Pompano Beach Elementary School	$1,400.00
US Membership	202342 Pompano Beach Middle School	$1,400.00
US Membership	202343 Ramblewood Elementary School	$1,400.00
US Membership	202344 Ramblewood Middle School	$1,400.00
US Membership	202345 Riverland Elementary School	$1,400.00
US Membership	202346 Riverside Elementary School	$1,400.00
US Membership	202347 Rock Island Elementary School	$1,400.00
US Membership	202348 Royal Palm Elementary School	$1,400.00
US Membership	202349 Martin Luther King Elementary School	$1,400.00
US Membership	202350 Sanders Park Elementary Magnet School	$1,400.00
US Membership	202351 Sandpiper Elementary School	$1,400.00
US Membership	202352 Seminole Middle School	$1,400.00
US Membership	202353 Sheridan Hills Elementary School	$1,400.00
US Membership	202354 Sheridan Park Elementary School	$1,400.00
US Membership	202355 Silver Lakes Middle School	$1,400.00
US Membership	202356 Stirling Elementary School	$1,400.00
US Membership	202357 Sunland Park Academy	$1,400.00
US Membership	202358 Sunrise Middle School	$1,400.00
US Membership	202360 Tamarac Elementary School	$1,400.00
US Membership	202361 Tedder Elementary School	$1,400.00
US Membership	202362 Tropical Elementary	$1,400.00
US Membership	202363 Village Elementary School	$1,400.00
US Membership	202364 Walker Elementary School	$1,400.00
US Membership	202365 Watkins Elementary School	$1,400.00
US Membership	202366 West Hollywood Elementary School	$1,400.00
US Membership	202367 Westchester Elementary School	$1,400.00
US Membership	202368 Westwood Heights Elementary School	$1,400.00
US Membership	202369 Wilton Manors Elementary School	$1,400.00

EXHIBIT C

COGNIA, INC.
9115 Westside Parkway
Alpharetta, GA 30009
Phone: 678-392-2285 x5608
888-413-3669 x5561
TIN: 20-8613765

QUOTE

Customer No.: 214935

Bill To:

Broward County Public Schools
Accounts Payable
610 NE 13th Ave.
Pompano Beach FL 33060
United States

Date(s) of Service: 2026 - 2027 School Year

Invoice Total $	**$307,400.00**

DESCRIPTION	Sell-To Customer	AMOUNT
US Membership	202748 Coral Park Elementary School	$1,400.00
US Membership	202749 Country Isles Elementary School	$1,400.00
US Membership	202750 Forest Glen Middle School	$1,400.00
US Membership	202751 Silver Ridge Elementary School	$1,400.00
US Membership	202836 Central Park Elementary School	$1,400.00
US Membership	202837 Country Hills Elementary School	$1,400.00
US Membership	202838 Hawkes Bluff Elementary School	$1,400.00
US Membership	202839 Park Springs Elementary School	$1,400.00
US Membership	202840 Winston Park Elementary School	$1,400.00
US Membership	202855 Indian Trace Elementary School	$1,400.00
US Membership	202856 Sea Castle Elementary School	$1,400.00
US Membership	202857 Tequesta Trace Middle School	$1,400.00
US Membership	202876 Walter C. Young Middle School	$1,400.00
US Membership	202898 Rickards Middle School	$1,400.00
US Membership	202899 Quiet Waters Elementary School	$1,400.00
US Membership	202935 Sawgrass Elementary School	$1,400.00
US Membership	202936 Welleby Elementary School	$1,400.00
US Membership	202937 Embassy Creek Elementary School	$1,400.00
US Membership	202938 Westpine Middle School	$1,400.00
US Membership	202949 Riverglades Elementary School	$1,400.00
US Membership	202963 Virginia Shuman Young Elementary School	$1,400.00
US Membership	202964 Eagle Point Elementary School	$1,400.00
US Membership	202973 Chapel Trail Elementary School	$1,400.00
US Membership	202974 Eagle Ridge Elementary School	$1,400.00
US Membership	202975 Indian Ridge Middle School	$1,400.00
US Membership	202976 Thurgood Marshall Elementary School	$1,400.00
US Membership	202977 Silver Palms Elementary School	$1,400.00
US Membership	202978 Silver Trail Middle School	$1,400.00
US Membership	202999 Tradewinds Elementary School	$1,400.00
US Membership	203000 Sawgrass Springs Middle School	$1,400.00

EXHIBIT C

COGNIA, INC.
9115 Westside Parkway
Alpharetta, GA 30009
Phone: 678-392-2285 x5608
888-413-3669 x5561
TIN: 20-8613765

QUOTE

Customer No.: 214935

Bill To:

Broward County Public Schools
Accounts Payable
610 NE 13th Ave.
Pompano Beach FL 33060
United States

Date(s) of Service: 2026 - 2027 School Year

Quote Total $	**$307,400.00**

DESCRIPTION	Sell-To Customer	AMOUNT
US Membership	203041 Everglades Elementary School	$1,400.00
US Membership	203042 Fox Trail Elementary School	$1,400.00
US Membership	203043 Gator Run Elementary School	$1,400.00
US Membership	203044 Lakeside Elementary School	$1,400.00
US Membership	203045 Silver Lakes Elementary School	$1,400.00
US Membership	203046 Nova Blanche Forman Elementary School	$1,400.00
US Membership	203047 Nova Dwight D. Eisenhower Elementary School	$1,400.00
US Membership	203048 Nova Middle School	$1,400.00
US Membership	203076 Parkside Elementary School	$1,400.00
US Membership	203077 Falcon Cove Middle School	$1,400.00
US Membership	203078 Lyons Creek Middle School	$1,400.00
US Membership	203109 Challenger Elementary School	$1,400.00
US Membership	203110 Coconut Palm Elementary School	$1,400.00
US Membership	203111 Park Trails Elementary School	$1,400.00
US Membership	203123 Endeavour Primary Learning Center	$1,400.00
US Membership	203124 Liberty Elementary School	$1,400.00
US Membership	203125 Manatee Bay Elementary School	$1,400.00
US Membership	203126 Millennium 6-12 Collegiate Academy	$1,400.00
US Membership	203127 New Renaissance Middle School	$1,400.00
US Membership	203128 Silver Shores Elementary School	$1,400.00
US Membership	203129 Sunset Lakes Elementary School	$1,400.00
US Membership	203130 Westglades Middle School	$1,400.00
US Membership	203143 Park Lakes Elementary School	$1,400.00
US Membership	203194 Monarch High School	$1,400.00
US Membership	203246 Everglades High School	$1,400.00
US Membership	203337 Coral Cove Elementary School	$1,400.00
US Membership	203338 Glades Middle School	$1,400.00
US Membership	203491 Coral Glades High School	$1,400.00
US Membership	214742 Gulfstream Academy of Hallandale Beach	$1,400.00
US Membership	214935 Broward County Public Schools	$1,400.00
US Membership	216205 Dolphin Bay Elementary School	$1,400.00
US Membership	224847 West Broward High School	$1,400.00

EXHIBIT C

COGNIA, INC.
9115 Westside Parkway
Alpharetta, GA 30009
Phone: 678-392-2285 x5608
888-413-3669 x5561
TIN: 20-8613765

QUOTE

Customer No.: 214935

Bill To:

Broward County Public Schools
Accounts Payable
610 NE 13th Ave.
Pompano Beach FL 33060
United States

Date(s) of Service: 2026 - 2027 School Year

Quote Total $	**$307,400.00**

DESCRIPTION	Sell-To Customer	AMOUNT
US Membership	224848 Discovery Elementary School	$1,400.00
US Membership	224849 Heron Heights Elementary School	$1,400.00
US Membership	224940 Beachside Montessori Village Elementary	$1,400.00
Early Learning Membership (US)	319997 Gulfstream Early Learning Center	$1,100.00

To pay online by credit card, please visit www.cognia.org/pay-online/. For additional information, visit www.cognia.org/payment-instructions.

NOTE: Client's submission of P.O. does not waive Cognia, Inc. or clients rights as defined in Cognia, Inc. Terms and Conditions.

https://www.cognia.org/services-terms-of-use/

* * PLEASE RETURN THIS PORTION WITH YOUR PAYMENT * *

Broward County Public Schools
Accounts Payable
610 NE 13th Ave.
Pompano Beach FL 33060
United States

Customer No. 214935

Send Remittance to:

COGNIA INC.
P.O. Box 746805
Atlanta, GA 30374-6805

Quote Total $	**$307,400.00**

7468050553941698008000000650003

EXHIBIT C

COGNIA, INC.
9115 Westside Parkway
Alpharetta, GA 30009
Phone: 678-392-2285 x5608
888-413-3669 x5561
TIN: 20-8613765

QUOTE

Customer No.: 214935

Bill To:

Broward County Public Schools
Accounts Payable
610 NE 13th Ave.
Pompano Beach FL 33060
United States

Date(s) of Service: 2027 - 2028 School Year

Rates are subject to change on an annual basis and may be adjusted each year. Additional fees may apply for Early Learning institutions.

Quote Total $	**$307,400.00**

DESCRIPTION	Sell-To Customer	AMOUNT
US Membership	101836 Broward Virtual Education	$1,400.00
US Membership	201555 Lanier-James Education Center	$1,400.00
US Membership	201560 Bright Horizons School	$1,400.00
US Membership	201565 Cypress Run Education Center	$1,400.00
US Membership	201583 Charles W. Flanagan High School	$1,400.00
US Membership	201609 Whispering Pines School	$1,400.00
US Membership	201611 Pine Ridge Education Center	$1,400.00
US Membership	201632 Wingate Oaks Center	$1,400.00
US Membership	201647 The Quest Center	$1,400.00
US Membership	201655 William T. McFatter Technical College	$1,400.00
US Membership	201659 Sheridan Technical High School	$1,400.00
US Membership	201665 Dave Thomas Education Center	$1,400.00
US Membership	201675 South Broward High School	$1,400.00
US Membership	201681 Stranahan High School	$1,400.00
US Membership	201684 McArthur High School	$1,400.00
US Membership	201687 Dillard High School	$1,400.00
US Membership	201689 J. P. Taravella High School	$1,400.00
US Membership	201695 Fort Lauderdale High School	$1,400.00
US Membership	201696 Northeast High School	$1,400.00
US Membership	201697 Cross Creek School	$1,400.00
US Membership	201698 Plantation High School	$1,400.00
US Membership	201699 Hollywood Hills High School	$1,400.00
US Membership	201700 Western High School	$1,400.00
US Membership	201701 Nova High School	$1,400.00
US Membership	201705 Pompano Beach High School	$1,400.00
US Membership	201707 Miramar High School	$1,400.00
US Membership	201788 College Academy at Broward College	$1,400.00
US Membership	201957 Deerfield Beach High School	$1,400.00
US Membership	201999 Boyd H. Anderson High School	$1,400.00
US Membership	202001 Coconut Creek High School	$1,400.00
US Membership	202002 Cooper City High School	$1,400.00

EXHIBIT D

COGNIA, INC.
9115 Westside Parkway
Alpharetta, GA 30009
Phone: 678-392-2285 x5608
888-413-3669 x5561
TIN: 20-8613765

QUOTE

Customer No.: 214935

Bill To:

Broward County Public Schools
Accounts Payable
610 NE 13th Ave.
Pompano Beach FL 33060
United States

Date(s) of Service: 2027 - 2028 School Year

Quote Total $	**$307,400.00**

DESCRIPTION	Sell-To Customer	AMOUNT
US Membership	202009 Piper High School	$1,400.00
US Membership	202013 South Plantation High School	$1,400.00
US Membership	202046 Hallandale All Magnet High School	$1,400.00
US Membership	202055 Coral Springs High School	$1,400.00
US Membership	202056 Blanche Ely High School	$1,400.00
US Membership	202066 Whiddon-Rogers Education Center	$1,400.00
US Membership	202083 Henry D. Perry Educational Center	$1,400.00
US Membership	202104 Stoneman Douglas High School	$1,400.00
US Membership	202134 Atlantic Technical College & Technical High School	$1,400.00
US Membership	202135 Cypress Bay High School	$1,400.00
US Membership	202150 Deerfield Beach Elementary School	$1,400.00
US Membership	202252 Apollo Middle School	$1,400.00
US Membership	202253 Atlantic West Elementary School	$1,400.00
US Membership	202254 Attucks Middle School	$1,400.00
US Membership	202255 Bair Middle School	$1,400.00
US Membership	202256 Banyan Elementary School	$1,400.00
US Membership	202257 Bayview Elementary School	$1,400.00
US Membership	202258 Bennett Elementary School	$1,400.00
US Membership	202259 Mary M. Bethune Elementary School	$1,400.00
US Membership	202260 Boulevard Heights Elementary School	$1,400.00
US Membership	202261 Broadview Elementary School	$1,400.00
US Membership	202262 Broward Estates Early Learning& Resource Center	$1,100.00
US Membership	202263 Castle Hill Elementary School	$1,400.00
US Membership	202264 Coconut Creek Elementary School	$1,400.00
US Membership	202265 Colbert Elementary Magnet School	$1,400.00
US Membership	202266 Collins Elementary School	$1,400.00
US Membership	202267 Cooper City Elementary School	$1,400.00
US Membership	202268 Coral Springs Elementary School	$1,400.00
US Membership	202269 Coral Springs Middle School	$1,400.00
US Membership	202270 Cresthaven Elementary School	$1,400.00
US Membership	202271 Croissant Park Elementary School	$1,400.00

EXHIBIT D

COGNIA, INC.
9115 Westside Parkway
Alpharetta, GA 30009
Phone: 678-392-2285 x5608
888-413-3669 x5561
TIN: 20-8613765

QUOTE

Customer No.: 214935

Bill To:

Broward County Public Schools
Accounts Payable
610 NE 13th Ave.
Pompano Beach FL 33060
United States

Date(s) of Service: 2027 - 2028 School Year

Quote Total $	**$307,400.00**

DESCRIPTION	Sell-To Customer	AMOUNT
US Membership	202272 Crystal Lake Middle School	$1,400.00
US Membership	202273 Cypress Elementary School	$1,400.00
US Membership	202274 Dania Elementary School	$1,400.00
US Membership	202275 Davie Elementary School	$1,400.00
US Membership	202276 Deerfield Beach Middle School	$1,400.00
US Membership	202277 Deerfield Park Elementary School	$1,400.00
US Membership	202278 Dillard Elementary School	$1,400.00
US Membership	202279 Charles Drew Elementary Magnet School	$1,400.00
US Membership	202280 Driftwood Elementary School	$1,400.00
US Membership	202281 Driftwood Middle School	$1,400.00
US Membership	202282 William Dandy Middle School	$1,400.00
US Membership	202283 Fairway Elementary School	$1,400.00
US Membership	202284 Flamingo Elementary School	$1,400.00
US Membership	202285 Floranada Elementary School	$1,400.00
US Membership	202286 Forest Hills Elementary School	$1,400.00
US Membership	202287 Stephen Foster Elementary School	$1,400.00
US Membership	202288 Griffin Elementary School	$1,400.00
US Membership	202290 Harbordale Elementary School	$1,400.00
US Membership	202291 Hollywood Central Elementary School	$1,400.00
US Membership	202292 Hollywood Hills Elementary School	$1,400.00
US Membership	202293 Hollywood Park Elementary School	$1,400.00
US Membership	202294 Horizon Elementary School	$1,400.00
US Membership	202295 James S. Hunt Elementary School	$1,400.00
US Membership	202296 Lake Forest Elementary School	$1,400.00
US Membership	202297 Larkdale Elementary School	$1,400.00
US Membership	202298 Lauderdale Lakes Middle School	$1,400.00
US Membership	202300 Lauderhill 6-12	$1,400.00
US Membership	202301 Lauderhill Paul Turner Elementary School	$1,400.00
US Membership	202302 Lloyd Estates Elementary School	$1,400.00
US Membership	202303 McNab Elementary School	$1,400.00
US Membership	202304 McNicol Middle School	$1,400.00
US Membership	202305 Maplewood Elementary School	$1,400.00

EXHIBIT D

COGNIA, INC.
9115 Westside Parkway
Alpharetta, GA 30009
Phone: 678-392-2285 x5608
888-413-3669 x5561
TIN: 20-8613765

QUOTE

Customer No.: 214935

Bill To:

Broward County Public Schools
Accounts Payable
610 NE 13th Ave.
Pompano Beach FL 33060
United States

Date(s) of Service: 2027 - 2028 School Year

Quote Total $	**$307,400.00**

DESCRIPTION	Sell-To Customer	AMOUNT
US Membership	202306 Margate Elementary School	$1,400.00
US Membership	202307 Margate Middle School	$1,400.00
US Membership	202308 Robert C. Markham Elementary School	$1,400.00
US Membership	202309 Meadowbrook Elementary School	$1,400.00
US Membership	202310 Miramar Elementary School	$1,400.00
US Membership	202311 Mirror Lake Elementary School	$1,400.00
US Membership	202312 Morrow Elementary School	$1,400.00
US Membership	202313 New River Middle School	$1,400.00
US Membership	202314 Nob Hill Elementary School	$1,400.00
US Membership	202315 Norcrest Elementary School	$1,400.00
US Membership	202316 North Andrews Gardens Elementary School of the Arts	$1,400.00
US Membership	202318 North Lauderdale Elementary School	$1,400.00
US Membership	202319 North Side Elementary School	$1,400.00
US Membership	202320 Oakland Park Elementary School	$1,400.00
US Membership	202321 Oakridge Elementary School	$1,400.00
US Membership	202322 Olsen Middle School	$1,400.00
US Membership	202323 Orange Brook Elementary School	$1,400.00
US Membership	202324 Oriole Elementary School	$1,400.00
US Membership	202325 Palmview Elementary School	$1,400.00
US Membership	202326 Park Ridge Elementary School	$1,400.00
US Membership	202327 Parkway Middle School of the Arts	$1,400.00
US Membership	202328 Pasadena Lakes Elementary School	$1,400.00
US Membership	202329 Pembroke Lakes Elementary School	$1,400.00
US Membership	202330 Pembroke Pines Elementary School	$1,400.00
US Membership	202331 Annabel C. Perry Elementary School	$1,400.00
US Membership	202333 Peters Elementary School	$1,400.00
US Membership	202334 Pines Lakes Elementary School	$1,400.00
US Membership	202335 Pines Middle School	$1,400.00
US Membership	202336 Pinewood Elementary School	$1,400.00
US Membership	202337 Pioneer Middle School	$1,400.00

EXHIBIT D

COGNIA, INC.
9115 Westside Parkway
Alpharetta, GA 30009
Phone: 678-392-2285 x5608
888-413-3669 x5561
TIN: 20-8613765

QUOTE

Customer No.: 214935

Bill To:

Broward County Public Schools
Accounts Payable
610 NE 13th Ave.
Pompano Beach FL 33060
United States

Date(s) of Service: 2027 - 2028 School Year

Quote Total $	**$307,400.00**

DESCRIPTION	Sell-To Customer	AMOUNT
US Membership	202338 Plantation Elementary School	$1,400.00
US Membership	202340 Plantation Park Elementary School	$1,400.00
US Membership	202341 Pompano Beach Elementary School	$1,400.00
US Membership	202342 Pompano Beach Middle School	$1,400.00
US Membership	202343 Ramblewood Elementary School	$1,400.00
US Membership	202344 Ramblewood Middle School	$1,400.00
US Membership	202345 Riverland Elementary School	$1,400.00
US Membership	202346 Riverside Elementary School	$1,400.00
US Membership	202347 Rock Island Elementary School	$1,400.00
US Membership	202348 Royal Palm Elementary School	$1,400.00
US Membership	202349 Martin Luther King Elementary School	$1,400.00
US Membership	202350 Sanders Park Elementary Magnet School	$1,400.00
US Membership	202351 Sandpiper Elementary School	$1,400.00
US Membership	202352 Seminole Middle School	$1,400.00
US Membership	202353 Sheridan Hills Elementary School	$1,400.00
US Membership	202354 Sheridan Park Elementary School	$1,400.00
US Membership	202355 Silver Lakes Middle School	$1,400.00
US Membership	202356 Stirling Elementary School	$1,400.00
US Membership	202357 Sunland Park Academy	$1,400.00
US Membership	202358 Sunrise Middle School	$1,400.00
US Membership	202360 Tamarac Elementary School	$1,400.00
US Membership	202361 Tedder Elementary School	$1,400.00
US Membership	202362 Tropical Elementary	$1,400.00
US Membership	202363 Village Elementary School	$1,400.00
US Membership	202364 Walker Elementary School	$1,400.00
US Membership	202365 Watkins Elementary School	$1,400.00
US Membership	202366 West Hollywood Elementary School	$1,400.00
US Membership	202367 Westchester Elementary School	$1,400.00
US Membership	202368 Westwood Heights Elementary School	$1,400.00
US Membership	202369 Wilton Manors Elementary School	$1,400.00

EXHIBIT D

COGNIA, INC.
9115 Westside Parkway
Alpharetta, GA 30009
Phone: 678-392-2285 x5608
888-413-3669 x5561
TIN: 20-8613765

QUOTE

Customer No.: 214935

Bill To:

Broward County Public Schools
Accounts Payable
610 NE 13th Ave.
Pompano Beach FL 33060
United States

Date(s) of Service: 2027 - 2028 School Year

Invoice Total $	**$307,400.00**

DESCRIPTION	Sell-To Customer	AMOUNT
US Membership	202748 Coral Park Elementary School	$1,400.00
US Membership	202749 Country Isles Elementary School	$1,400.00
US Membership	202750 Forest Glen Middle School	$1,400.00
US Membership	202751 Silver Ridge Elementary School	$1,400.00
US Membership	202836 Central Park Elementary School	$1,400.00
US Membership	202837 Country Hills Elementary School	$1,400.00
US Membership	202838 Hawkes Bluff Elementary School	$1,400.00
US Membership	202839 Park Springs Elementary School	$1,400.00
US Membership	202840 Winston Park Elementary School	$1,400.00
US Membership	202855 Indian Trace Elementary School	$1,400.00
US Membership	202856 Sea Castle Elementary School	$1,400.00
US Membership	202857 Tequesta Trace Middle School	$1,400.00
US Membership	202876 Walter C. Young Middle School	$1,400.00
US Membership	202898 Rickards Middle School	$1,400.00
US Membership	202899 Quiet Waters Elementary School	$1,400.00
US Membership	202935 Sawgrass Elementary School	$1,400.00
US Membership	202936 Welleby Elementary School	$1,400.00
US Membership	202937 Embassy Creek Elementary School	$1,400.00
US Membership	202938 Westpine Middle School	$1,400.00
US Membership	202949 Riverglades Elementary School	$1,400.00
US Membership	202963 Virginia Shuman Young Elementary School	$1,400.00
US Membership	202964 Eagle Point Elementary School	$1,400.00
US Membership	202973 Chapel Trail Elementary School	$1,400.00
US Membership	202974 Eagle Ridge Elementary School	$1,400.00
US Membership	202975 Indian Ridge Middle School	$1,400.00
US Membership	202976 Thurgood Marshall Elementary School	$1,400.00
US Membership	202977 Silver Palms Elementary School	$1,400.00
US Membership	202978 Silver Trail Middle School	$1,400.00
US Membership	202999 Tradewinds Elementary School	$1,400.00
US Membership	203000 Sawgrass Springs Middle School	$1,400.00

EXHIBIT D

COGNIA, INC.
9115 Westside Parkway
Alpharetta, GA 30009
Phone: 678-392-2285 x5608
888-413-3669 x5561
TIN: 20-8613765

QUOTE

Customer No.: 214935

Bill To:

Broward County Public Schools
Accounts Payable
610 NE 13th Ave.
Pompano Beach FL 33060
United States

Date(s) of Service: 2027 - 2028 School Year

Quote Total $	**$307,400.00**

DESCRIPTION	Sell-To Customer	AMOUNT
US Membership	203041 Everglades Elementary School	$1,400.00
US Membership	203042 Fox Trail Elementary School	$1,400.00
US Membership	203043 Gator Run Elementary School	$1,400.00
US Membership	203044 Lakeside Elementary School	$1,400.00
US Membership	203045 Silver Lakes Elementary School	$1,400.00
US Membership	203046 Nova Blanche Forman Elementary School	$1,400.00
US Membership	203047 Nova Dwight D. Eisenhower Elementary School	$1,400.00
US Membership	203048 Nova Middle School	$1,400.00
US Membership	203076 Parkside Elementary School	$1,400.00
US Membership	203077 Falcon Cove Middle School	$1,400.00
US Membership	203078 Lyons Creek Middle School	$1,400.00
US Membership	203109 Challenger Elementary School	$1,400.00
US Membership	203110 Coconut Palm Elementary School	$1,400.00
US Membership	203111 Park Trails Elementary School	$1,400.00
US Membership	203123 Endeavour Primary Learning Center	$1,400.00
US Membership	203124 Liberty Elementary School	$1,400.00
US Membership	203125 Manatee Bay Elementary School	$1,400.00
US Membership	203126 Millennium 6-12 Collegiate Academy	$1,400.00
US Membership	203127 New Renaissance Middle School	$1,400.00
US Membership	203128 Silver Shores Elementary School	$1,400.00
US Membership	203129 Sunset Lakes Elementary School	$1,400.00
US Membership	203130 Westglades Middle School	$1,400.00
US Membership	203143 Park Lakes Elementary School	$1,400.00
US Membership	203194 Monarch High School	$1,400.00
US Membership	203246 Everglades High School	$1,400.00
US Membership	203337 Coral Cove Elementary School	$1,400.00
US Membership	203338 Glades Middle School	$1,400.00
US Membership	203491 Coral Glades High School	$1,400.00
US Membership	214742 Gulfstream Academy of Hallandale Beach	$1,400.00
US Membership	214935 Broward County Public Schools	$1,400.00
US Membership	216205 Dolphin Bay Elementary School	$1,400.00
US Membership	224847 West Broward High School	$1,400.00

EXHIBIT D

COGNIA, INC.
9115 Westside Parkway
Alpharetta, GA 30009
Phone: 678-392-2285 x5608
888-413-3669 x5561
TIN: 20-8613765

QUOTE

Customer No.: 214935

Bill To:

Broward County Public Schools
Accounts Payable
610 NE 13th Ave.
Pompano Beach FL 33060
United States

Date(s) of Service: 2027 - 2028 School Year

Quote Total $	**$307,400.00**

DESCRIPTION	Sell-To Customer	AMOUNT
US Membership	224848 Discovery Elementary School	$1,400.00
US Membership	224849 Heron Heights Elementary School	$1,400.00
US Membership	224940 Beachside Montessori Village Elementary	$1,400.00
Early Learning Membership (US)	319997 Gulfstream Early Learning Center	$1,100.00

To pay online by credit card, please visit www.cognia.org/pay-online/. For additional information, visit www.cognia.org/payment-instructions.

NOTE: Client's submission of P.O. does not waive Cognia, Inc. or clients rights as defined in Cognia, Inc. Terms and Conditions.

https://www.cognia.org/services-terms-of-use/

* * PLEASE RETURN THIS PORTION WITH YOUR PAYMENT * *

Broward County Public Schools
Accounts Payable
610 NE 13th Ave.
Pompano Beach FL 33060
United States

Customer No. 214935

Send Remittance to:

COGNIA INC.
P.O. Box 746805
Atlanta, GA 30374-6805

Quote Total $	**$307,400.00**

7468050553941698008000000650003

EXHIBIT D

COGNIA, INC.
9115 Westside Parkway
Alpharetta, GA 30009
Phone: 678-392-2285 x5608
888-413-3669 x5561
TIN: 20-8613765

QUOTE

Customer No.: 214935

Bill To:
The School Board of Broward County, Florida
Accounts Payable
610 NE 13th Ave.
Pompano Beach FL 33060

Date(s) of Service: 2028 - 2029 School Year

United States

Rates are subject to change on an annual basis and may be adjusted each year. Additional fees may apply for Early Learning institutions.

Quote Total $	**$307,400.00**

DESCRIPTION	Sell-To Customer	AMOUNT
US Membership	101836 Broward Virtual Education	$1,400.00
US Membership	201555 Lanier-James Education Center	$1,400.00
US Membership	201560 Bright Horizons School	$1,400.00
US Membership	201565 Cypress Run Education Center	$1,400.00
US Membership	201583 Charles W. Flanagan High School	$1,400.00
US Membership	201609 Whispering Pines School	$1,400.00
US Membership	201611 Pine Ridge Education Center	$1,400.00
US Membership	201632 Wingate Oaks Center	$1,400.00
US Membership	201647 The Quest Center	$1,400.00
US Membership	201655 William T. McFatter Technical College	$1,400.00
US Membership	201659 Sheridan Technical High School	$1,400.00
US Membership	201665 Dave Thomas Education Center	$1,400.00
US Membership	201675 South Broward High School	$1,400.00
US Membership	201681 Stranahan High School	$1,400.00
US Membership	201684 McArthur High School	$1,400.00
US Membership	201687 Dillard High School	$1,400.00
US Membership	201689 J. P. Taravella High School	$1,400.00
US Membership	201695 Fort Lauderdale High School	$1,400.00
US Membership	201696 Northeast High School	$1,400.00
US Membership	201697 Cross Creek School	$1,400.00
US Membership	201698 Plantation High School	$1,400.00
US Membership	201699 Hollywood Hills High School	$1,400.00
US Membership	201700 Western High School	$1,400.00
US Membership	201701 Nova High School	$1,400.00
US Membership	201705 Pompano Beach High School	$1,400.00
US Membership	201707 Miramar High School	$1,400.00
US Membership	201788 College Academy at Broward College	$1,400.00
US Membership	201957 Deerfield Beach High School	$1,400.00
US Membership	201999 Boyd H. Anderson High School	$1,400.00
US Membership	202001 Coconut Creek High School	$1,400.00
US Membership	202002 Cooper City High School	$1,400.00

EXHIBIT E

COGNIA, INC.
9115 Westside Parkway
Alpharetta, GA 30009
Phone: 678-392-2285 x5608
888-413-3669 x5561
TIN: 20-8613765

QUOTE

Customer No.: 214935

Bill To:

The School Board of Broward County, Florida
Accounts Payable
610 NE 13th Ave.
Pompano Beach FL 33060

Date(s) of Service: 2028 - 2029 School Year

Quote Total $	**$307,400.00**

DESCRIPTION	Sell-To Customer	AMOUNT
US Membership	202009 Piper High School	$1,400.00
US Membership	202013 South Plantation High School	$1,400.00
US Membership	202046 Hallandale All Magnet High School	$1,400.00
US Membership	202055 Coral Springs High School	$1,400.00
US Membership	202056 Blanche Ely High School	$1,400.00
US Membership	202066 Whiddon-Rogers Education Center	$1,400.00
US Membership	202083 Henry D. Perry Educational Center	$1,400.00
US Membership	202104 Stoneman Douglas High School	$1,400.00
US Membership	202134 Atlantic Technical College & Technical High School	$1,400.00
US Membership	202135 Cypress Bay High School	$1,400.00
US Membership	202150 Deerfield Beach Elementary School	$1,400.00
US Membership	202252 Apollo Middle School	$1,400.00
US Membership	202253 Atlantic West Elementary School	$1,400.00
US Membership	202254 Attucks Middle School	$1,400.00
US Membership	202255 Bair Middle School	$1,400.00
US Membership	202256 Banyan Elementary School	$1,400.00
US Membership	202257 Bayview Elementary School	$1,400.00
US Membership	202258 Bennett Elementary School	$1,400.00
US Membership	202259 Mary M. Bethune Elementary School	$1,400.00
US Membership	202260 Boulevard Heights Elementary School	$1,400.00
US Membership	202261 Broadview Elementary School	$1,400.00
US Membership	202262 Broward Estates Early Learning& Resource Center	$1,100.00
US Membership	202263 Castle Hill Elementary School	$1,400.00
US Membership	202264 Coconut Creek Elementary School	$1,400.00
US Membership	202265 Colbert Elementary Magnet School	$1,400.00
US Membership	202266 Collins Elementary School	$1,400.00
US Membership	202267 Cooper City Elementary School	$1,400.00
US Membership	202268 Coral Springs Elementary School	$1,400.00
US Membership	202269 Coral Springs Middle School	$1,400.00
US Membership	202270 Cresthaven Elementary School	$1,400.00
US Membership	202271 Croissant Park Elementary School	$1,400.00

EXHIBIT E

COGNIA, INC.
9115 Westside Parkway
Alpharetta, GA 30009
Phone: 678-392-2285 x5608
888-413-3669 x5561
TIN: 20-8613765

QUOTE

Customer No.: 214935

Bill To:

The School Board of Broward County, Florida
Accounts Payable
610 NE 13th Ave.
Pompano Beach FL 33060

Date(s) of Service: 2028 - 2029 School Year

Quote Total $	**$307,400.00**

DESCRIPTION	Sell-To Customer	AMOUNT
US Membership	202272 Crystal Lake Middle School	$1,400.00
US Membership	202273 Cypress Elementary School	$1,400.00
US Membership	202274 Dania Elementary School	$1,400.00
US Membership	202275 Davie Elementary School	$1,400.00
US Membership	202276 Deerfield Beach Middle School	$1,400.00
US Membership	202277 Deerfield Park Elementary School	$1,400.00
US Membership	202278 Dillard Elementary School	$1,400.00
US Membership	202279 Charles Drew Elementary Magnet School	$1,400.00
US Membership	202280 Driftwood Elementary School	$1,400.00
US Membership	202281 Driftwood Middle School	$1,400.00
US Membership	202282 William Dandy Middle School	$1,400.00
US Membership	202283 Fairway Elementary School	$1,400.00
US Membership	202284 Flamingo Elementary School	$1,400.00
US Membership	202285 Floranada Elementary School	$1,400.00
US Membership	202286 Forest Hills Elementary School	$1,400.00
US Membership	202287 Stephen Foster Elementary School	$1,400.00
US Membership	202288 Griffin Elementary School	$1,400.00
US Membership	202290 Harbordale Elementary School	$1,400.00
US Membership	202291 Hollywood Central Elementary School	$1,400.00
US Membership	202292 Hollywood Hills Elementary School	$1,400.00
US Membership	202293 Hollywood Park Elementary School	$1,400.00
US Membership	202294 Horizon Elementary School	$1,400.00
US Membership	202295 James S. Hunt Elementary School	$1,400.00
US Membership	202296 Lake Forest Elementary School	$1,400.00
US Membership	202297 Larkdale Elementary School	$1,400.00
US Membership	202298 Lauderdale Lakes Middle School	$1,400.00
US Membership	202300 Lauderhill 6-12	$1,400.00
US Membership	202301 Lauderhill Paul Turner Elementary School	$1,400.00
US Membership	202302 Lloyd Estates Elementary School	$1,400.00
US Membership	202303 McNab Elementary School	$1,400.00
US Membership	202304 McNicol Middle School	$1,400.00
US Membership	202305 Maplewood Elementary School	$1,400.00

EXHIBIT E

COGNIA, INC.
9115 Westside Parkway
Alpharetta, GA 30009
Phone: 678-392-2285 x5608
888-413-3669 x5561
TIN: 20-8613765

QUOTE

Customer No.: 214935

Bill To:

The School Board of Broward County, Florida
Accounts Payable
610 NE 13th Ave.
Pompano Beach FL 33060

Date(s) of Service: 2028 - 2029 School Year

Quote Total $	**$307,400.00**

DESCRIPTION	Sell-To Customer	AMOUNT
US Membership	202306 Margate Elementary School	$1,400.00
US Membership	202307 Margate Middle School	$1,400.00
US Membership	202308 Robert C. Markham Elementary School	$1,400.00
US Membership	202309 Meadowbrook Elementary School	$1,400.00
US Membership	202310 Miramar Elementary School	$1,400.00
US Membership	202311 Mirror Lake Elementary School	$1,400.00
US Membership	202312 Morrow Elementary School	$1,400.00
US Membership	202313 New River Middle School	$1,400.00
US Membership	202314 Nob Hill Elementary School	$1,400.00
US Membership	202315 Norcrest Elementary School	$1,400.00
US Membership	202316 North Andrews Gardens Elementary School of the Arts	$1,400.00
US Membership	202318 North Lauderdale Elementary School	$1,400.00
US Membership	202319 North Side Elementary School	$1,400.00
US Membership	202320 Oakland Park Elementary School	$1,400.00
US Membership	202321 Oakridge Elementary School	$1,400.00
US Membership	202322 Olsen Middle School	$1,400.00
US Membership	202323 Orange Brook Elementary School	$1,400.00
US Membership	202324 Oriole Elementary School	$1,400.00
US Membership	202325 Palmview Elementary School	$1,400.00
US Membership	202326 Park Ridge Elementary School	$1,400.00
US Membership	202327 Parkway Middle School of the Arts	$1,400.00
US Membership	202328 Pasadena Lakes Elementary School	$1,400.00
US Membership	202329 Pembroke Lakes Elementary School	$1,400.00
US Membership	202330 Pembroke Pines Elementary School	$1,400.00
US Membership	202331 Annabel C. Perry Elementary School	$1,400.00
US Membership	202333 Peters Elementary School	$1,400.00
US Membership	202334 Pines Lakes Elementary School	$1,400.00
US Membership	202335 Pines Middle School	$1,400.00
US Membership	202336 Pinewood Elementary School	$1,400.00
US Membership	202337 Pioneer Middle School	$1,400.00

EXHIBIT E

COGNIA, INC.
9115 Westside Parkway
Alpharetta, GA 30009
Phone: 678-392-2285 x5608
888-413-3669 x5561
TIN: 20-8613765

QUOTE

Customer No.: 214935

Bill To:
The School Board of Broward County, Florida
Accounts Payable
610 NE 13th Ave.
Pompano Beach FL 33060

Date(s) of Service: 2028 - 2029 School Year

Quote Total $	**$307,400.00**

DESCRIPTION	Sell-To Customer	AMOUNT
US Membership	202338 Plantation Elementary School	$1,400.00
US Membership	202340 Plantation Park Elementary School	$1,400.00
US Membership	202341 Pompano Beach Elementary School	$1,400.00
US Membership	202342 Pompano Beach Middle School	$1,400.00
US Membership	202343 Ramblewood Elementary School	$1,400.00
US Membership	202344 Ramblewood Middle School	$1,400.00
US Membership	202345 Riverland Elementary School	$1,400.00
US Membership	202346 Riverside Elementary School	$1,400.00
US Membership	202347 Rock Island Elementary School	$1,400.00
US Membership	202348 Royal Palm Elementary School	$1,400.00
US Membership	202349 Martin Luther King Elementary School	$1,400.00
US Membership	202350 Sanders Park Elementary Magnet School	$1,400.00
US Membership	202351 Sandpiper Elementary School	$1,400.00
US Membership	202352 Seminole Middle School	$1,400.00
US Membership	202353 Sheridan Hills Elementary School	$1,400.00
US Membership	202354 Sheridan Park Elementary School	$1,400.00
US Membership	202355 Silver Lakes Middle School	$1,400.00
US Membership	202356 Stirling Elementary School	$1,400.00
US Membership	202357 Sunland Park Academy	$1,400.00
US Membership	202358 Sunrise Middle School	$1,400.00
US Membership	202360 Tamarac Elementary School	$1,400.00
US Membership	202361 Tedder Elementary School	$1,400.00
US Membership	202362 Tropical Elementary	$1,400.00
US Membership	202363 Village Elementary School	$1,400.00
US Membership	202364 Walker Elementary School	$1,400.00
US Membership	202365 Watkins Elementary School	$1,400.00
US Membership	202366 West Hollywood Elementary School	$1,400.00
US Membership	202367 Westchester Elementary School	$1,400.00
US Membership	202368 Westwood Heights Elementary School	$1,400.00
US Membership	202369 Wilton Manors Elementary School	$1,400.00

EXHIBIT E

COGNIA, INC.
9115 Westside Parkway
Alpharetta, GA 30009
Phone: 678-392-2285 x5608
888-413-3669 x5561
TIN: 20-8613765

QUOTE

Customer No.: 214935

Bill To:

The School Board of Broward County, Florida
Accounts Payable
610 NE 13th Ave.
Pompano Beach FL 33060

Date(s) of Service: 2028 - 2029 School Year

Invoice Total $	**$307,400.00**

DESCRIPTION	Sell-To Customer	AMOUNT
US Membership	202748 Coral Park Elementary School	$1,400.00
US Membership	202749 Country Isles Elementary School	$1,400.00
US Membership	202750 Forest Glen Middle School	$1,400.00
US Membership	202751 Silver Ridge Elementary School	$1,400.00
US Membership	202836 Central Park Elementary School	$1,400.00
US Membership	202837 Country Hills Elementary School	$1,400.00
US Membership	202838 Hawkes Bluff Elementary School	$1,400.00
US Membership	202839 Park Springs Elementary School	$1,400.00
US Membership	202840 Winston Park Elementary School	$1,400.00
US Membership	202855 Indian Trace Elementary School	$1,400.00
US Membership	202856 Sea Castle Elementary School	$1,400.00
US Membership	202857 Tequesta Trace Middle School	$1,400.00
US Membership	202876 Walter C. Young Middle School	$1,400.00
US Membership	202898 Rickards Middle School	$1,400.00
US Membership	202899 Quiet Waters Elementary School	$1,400.00
US Membership	202935 Sawgrass Elementary School	$1,400.00
US Membership	202936 Welleby Elementary School	$1,400.00
US Membership	202937 Embassy Creek Elementary School	$1,400.00
US Membership	202938 Westpine Middle School	$1,400.00
US Membership	202949 Riverglades Elementary School	$1,400.00
US Membership	202963 Virginia Shuman Young Elementary School	$1,400.00
US Membership	202964 Eagle Point Elementary School	$1,400.00
US Membership	202973 Chapel Trail Elementary School	$1,400.00
US Membership	202974 Eagle Ridge Elementary School	$1,400.00
US Membership	202975 Indian Ridge Middle School	$1,400.00
US Membership	202976 Thurgood Marshall Elementary School	$1,400.00
US Membership	202977 Silver Palms Elementary School	$1,400.00
US Membership	202978 Silver Trail Middle School	$1,400.00
US Membership	202999 Tradewinds Elementary School	$1,400.00
US Membership	203000 Sawgrass Springs Middle School	$1,400.00

EXHIBIT E

COGNIA, INC.
9115 Westside Parkway
Alpharetta, GA 30009
Phone: 678-392-2285 x5608
888-413-3669 x5561
TIN: 20-8613765

QUOTE

Customer No.: 214935

Bill To:

The School Board of Broward County, Florida
Accounts Payable
610 NE 13th Ave.
Pompano Beach FL 33060

Date(s) of Service: 2028 - 2029 School Year

Quote Total $	**$307,400.00**

DESCRIPTION	Sell-To Customer	AMOUNT
US Membership	203041 Everglades Elementary School	$1,400.00
US Membership	203042 Fox Trail Elementary School	$1,400.00
US Membership	203043 Gator Run Elementary School	$1,400.00
US Membership	203044 Lakeside Elementary School	$1,400.00
US Membership	203045 Silver Lakes Elementary School	$1,400.00
US Membership	203046 Nova Blanche Forman Elementary School	$1,400.00
US Membership	203047 Nova Dwight D. Eisenhower Elementary School	$1,400.00
US Membership	203048 Nova Middle School	$1,400.00
US Membership	203076 Parkside Elementary School	$1,400.00
US Membership	203077 Falcon Cove Middle School	$1,400.00
US Membership	203078 Lyons Creek Middle School	$1,400.00
US Membership	203109 Challenger Elementary School	$1,400.00
US Membership	203110 Coconut Palm Elementary School	$1,400.00
US Membership	203111 Park Trails Elementary School	$1,400.00
US Membership	203123 Endeavour Primary Learning Center	$1,400.00
US Membership	203124 Liberty Elementary School	$1,400.00
US Membership	203125 Manatee Bay Elementary School	$1,400.00
US Membership	203126 Millennium 6-12 Collegiate Academy	$1,400.00
US Membership	203127 New Renaissance Middle School	$1,400.00
US Membership	203128 Silver Shores Elementary School	$1,400.00
US Membership	203129 Sunset Lakes Elementary School	$1,400.00
US Membership	203130 Westglades Middle School	$1,400.00
US Membership	203143 Park Lakes Elementary School	$1,400.00
US Membership	203194 Monarch High School	$1,400.00
US Membership	203246 Everglades High School	$1,400.00
US Membership	203337 Coral Cove Elementary School	$1,400.00
US Membership	203338 Glades Middle School	$1,400.00
US Membership	203491 Coral Glades High School	$1,400.00
US Membership	214742 Gulfstream Academy of Hallandale Beach	$1,400.00
US Membership	214935 Broward County Public Schools	$1,400.00
US Membership	216205 Dolphin Bay Elementary School	$1,400.00
US Membership	224847 West Broward High School	$1,400.00

EXHIBIT E

COGNIA, INC.
9115 Westside Parkway
Alpharetta, GA 30009
Phone: 678-392-2285 x5608
888-413-3669 x5561
TIN: 20-8613765

QUOTE

Customer No.: 214935

Bill To:

The School Board of Broward County, Florida
Accounts Payable
610 NE 13th Ave.
Pompano Beach FL 33060

Date(s) of Service: 2028 - 2029 School Year

Quote Total $	**$307,400.00**

DESCRIPTION	Sell-To Customer	AMOUNT
US Membership	224848 Discovery Elementary School	$1,400.00
US Membership	224849 Heron Heights Elementary School	$1,400.00
US Membership	224940 Beachside Montessori Village Elementary	$1,400.00
Early Learning Membership (US)	319997 Gulfstream Early Learning Center	$1,100.00

To pay online by credit card, please visit www.cognia.org/pay-online/. For additional information, visit www.cognia.org/payment-instructions.

NOTE: Client's submission of P.O. does not waive Cognia, Inc. or clients rights as defined in Cognia, Inc. Terms and Conditions.

https://www.cognia.org/services-terms-of-use/

* * PLEASE RETURN THIS PORTION WITH YOUR PAYMENT * *

Broward County Public Schools
Accounts Payable
610 NE 13th Ave.
Pompano Beach FL 33060
United States

Customer No. 214935

Send Remittance to:

COGNIA INC.
P.O. Box 746805
Atlanta, GA 30374-6805

Quote Total $	**$307,400.00**

7468050553941698008000000650003

EXHIBIT E

COGNIA, INC.
9115 Westside Parkway
Alpharetta, GA 30009
Phone: 678-392-2285 x5608
888-413-3669 x5561
TIN: 20-8613765

QUOTE

Customer No.: 214935

Bill To:

Broward County Public Schools
Accounts Payable
610 NE 13th Ave.
Pompano Beach FL 33060
United States

Date(s) of Service: 2027 - 2028 School Year

Rates are subject to change on an annual basis and may be adjusted each year. Additional fees may apply for Early Learning institutions.

Quote Total $	**$50,000.00**

DESCRIPTION	Sell-To Customer	AMOUNT
Accreditation System Fee (US) 27-28SY	314935 Broward County Public Schools	$50,000.00

To pay online by credit card, please visit www.cognia.org/pay-online/. For additional information, visit www.cognia.org/payment-instructions.

NOTE: Client's submission of P.O. does not waive Cognia, Inc. or clients rights as defined in Cognia, Inc. Terms and Conditions.

https://www.cognia.org/services-terms-of-use/

** PLEASE RETURN THIS PORTION WITH YOUR PAYMENT **

Broward County Public Schools
Accounts Payable
610 NE 13th Ave.
Pompano Beach FL 33060
United States

Customer No. 214935

Send Remittance to:

COGNIA INC.
P.O. Box 746805
Atlanta, GA 30374-6805

Quote Total $	**$50,00.00**

7468050553941698008000000650003

EXHIBIT F

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-10.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

AGR26-190 – Supplemental Software (Edmentum, Inc.)

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Edmentum, Inc., with budget authority in the amount of $260,000. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Agreement

FINANCIAL IMPACT:

$260,000. Funding will be allocated at the school and department level based on selected products and services. Costs are variable depending on participation and licensing model.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 4: College & Career Readiness **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jul 14, 2026

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

AGR26-190 – Supplemental Software (Edmentum, Inc.)

Board Meeting Date: July 28, 2026

Requested Action:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Edmentum, Inc., with budget authority in the amount of $2,800,000.

General Information

The following information outlines the governing authority, district-wide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	Not Applicable
Statutory Requirement	Not Applicable
If the School Board votes "Yes"	Schools and departments may purchase Edmentum products and services; and students will gain access to personalized learning tools, credit recovery, and progress monitoring.
If the School Board votes "No"	Schools will lose access to Edmentum courseware and intervention tools; a reduced capacity for credit recovery and personalized instruction; and the potential negative impact on student progression and graduation outcomes.
Alignment to the 2027 Strategic Goals and Guardrails	Goal 4: College & Career Readiness Guardrail 2: Equity
Measurable Outcome(s) / Return on Investment	A total of 3,246 students actively participated in 30 programs, reflecting continued growth in both student engagement (+13%) and program offerings (+3%). Student outcomes showed substantial improvement, with 3,158 course completions, an increase of 30%. These results highlight strong program expansion alongside meaningful gains in student success and completion rates.

Background/History
This Agreement provides digital instructional resources to support credit recovery for students who have previously failed courses. The platform offers assessments and individualized instruction to enable students to successfully complete required coursework and remain on track for graduation. Edmentum resources are utilized at traditional high schools during the school year and as part of the District's summer experience to provide flexible credit recovery opportunities for students in grades 6-12.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	Original Term: August 1, 2026 – July 31, 2027, with the option of two additional one-year renewal periods.
Multi-Year Agreement:	Yes, this is a one-year Agreement. The two optional one-year renewal periods run the risk of a 3% price increase per each 12-month renewal period.
Procurement Method:	**Piggyback Agreement** (Yes/No): No. **Acquisition Method**: Pursuant to Purchasing Policy 3800, Section III (D) and (E), and Rule 6A-1.012(11)(b) and (14), Florida Administrative Code, competitive solicitations are not required for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency, or a recognized educational institution.

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement: Funding will be allocated at the school and department level based on selected products and services. Costs are variable depending on participation and licensing model.

1. Pricing is based on per-student licenses or site licenses, with volume-based tiers.
2. Schools/departments choose services and are responsible for associated costs.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
8/1/2026 - 7/31/2027	12 months	$2,800,000

Budget Authority Request(s) *This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.*				
Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
FY27	11 months	Secondary Learning and Individual School Budgets	$2,800,000	Y

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
FY28	1 month	Secondary Learning and Individual School Budgets	$0

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	• Provides structured credit recovery and grade repair opportunities for students who have failed courses. • Supports schools in improving on-time grade progression and graduation rates. • Expands access to standards-aligned recovery pathways during the school year and summer experience.
School Selection /Prioritization	• Participation is determined by individual schools based on student credit recovery needs. • Schools prioritize use for students requiring course recovery to remain on track for graduation.
Community/ Stakeholder Engagement	• Supports District priorities related to graduation rates and College and Career Readiness. • Provides equitable access to recovery options for students needing additional academic support.

End-User Input	Stakeholder Engagement included:
	• Teacher Survey
	  ○ 90% of teachers rated the impact as excellent or good.
	  ○ 89% of teachers would like to have access to Edmentum for the 2026-27 school year.
	• Principal Survey
	  ○ 80% of principals support a District-wide purchase of Edmentum for the 2026-27 school year.

	○ 80% of principals rated the impact on student achievement as either effective or highly effective. ○ 65% of principals plan on purchasing licenses for the 2026-27 school year.
Technology / Capital Expected Lifecycle/ Replacement Cycle	• Annual software licensing model • No capital replacement required • Ongoing vendor updates and support included

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Agreement

PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	AGR26-190	**Preparation Date:**	July 14, 2026
Previous Bid # (Ex: 10-004R):	FY24-118	**Buyer/PA:**	DAISY C HERNANDEZ
New Bid Award Total:	$2,800,000	**Bid Title:**	Supplemental Software Edmentum Courseware Program
Previous Award Total:			
Bid Type:	NEW BID		
Previous Bid Term (Start Date):	N/A	**New Bid Term (In Months):**	
Previous Bid Term (End Date):	N/A	**# of Months Into Bid:**	0

SPEND REPORTING	
Purchase Order(s) Spend:	
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$0**
Average Monthly Expenditure:	PLEASE SEE NOTES SECTION
Unused Authorized Spending:	**$0**
Est. Forecasted Spend (For Entire Bid Term):	**PLEASE SEE NOTES SECTION**

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
	PO VENDOR SPEND:	$ -
	P-CARD SPEND:	$ -
	TOTAL SPEND:	$ -

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center		**Name** (First & Last)	
Fund		**Title**	
Functional Area		**Department/School Name**	
Commitment Item		**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

EDMENTUM, INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
5600 West 83rd Street, Suite 300, Bloomington, Minnesota 55437

RECITALS

A. **WHEREAS**, VENDOR's software provides personalized learning through adaptive diagnostic assessments combined with individualized instruction to promote student growth; and

B. **WHEREAS**, SBBC desires to continue to provide its students in grades 6-12 with VENDOR's adaptive diagnostic assessments and individualized instruction by utilizing VENDOR's Study Island Library, Edmentum Courseware Library, MajorClarity Library, and Edmentum Exact Path supplemental resources to ensure students meet graduation and progression plan requirements; and

C. **WHEREAS**, pursuant to SBBC Policy 3800, III (D) and (E), as authorized by Florida Administrative Code Rule 6A-1.012 11(b) and 14, the requirement of requesting competitive solicitations from three or more sources is waived for the purchase of educational services and any type of copyrighted materials including, without limitation, computer software, and for information technology.

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

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences on August 1, 2026 ("Effective Date") and concludes on July 31, 2027, unless terminated earlier pursuant to the Termination section of this Agreement and, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, may be extended for two (2) additional one (1) year periods.

2.2 **Scope of Products and Services**

2.2.1 **Course Recovery: School Year 2026-2027**

VENDOR shall provide SBBC with the Software Products and Services listed in Attachment A that have been ordered by district schools or departments in accordance with this Agreement as specifically indicated in written valid purchase orders from SBBC or its district schools.

2.2.2 **Course Recovery: Summer School 2027**

VENDOR shall provide SBBC with the Software Products and Service listed in Section 2.2.2(b) below that have been ordered by district schools or departments as specifically indicated in written valid purchase orders from SBBC or its district schools utilizing the corresponding costs outlined in Attachment A.

Summer School Products and Services

Courseware Comprehensive Library: Math
Courseware Comprehensive Library: ELA/Reading
Courseware Comprehensive Library: Social Studies
Courseware Comprehensive Library: Science
Program License

2.2.3 **Exceptional Student Support (ESE) Department Programs**

VENDOR shall provide SBBC with the Software Products and Services listed in this section that have been ordered by district schools or departments in accordance with this Agreement as specifically indicated in written valid purchase orders from SBBC.

Exact Path Insights: Math Diagnostic
Exact Path Insights: ELA Diagnostic
Exact Path Growth: ELA Learning Path
Exact Path Growth: Math Learning Path
Courseware: Core Library - Program License
Courseware: Health and PE Library - Program License
Courseware: World Languages Library - Program License
Courseware: College and Career Readiness Library - Program License
Courseware: CTE Library - Program License
Courseware: High School Electives Library - Program License
Custom Consulting Services

2.2.4 VENDOR's software content must align with state standards and comply with state and federal law and rules and SBBC policies. VENDOR shall at all times allow SBBC to review the content provided under this Agreement for alignment with statutory and SBBC requirements to meet student needs and objectives. VENDOR shall remove portions of content or the content in its entirety from view within 24 hours after SBBC's request for such removal to the VENDOR

2.2.5 **Training**

2.2.5.1 VENDOR shall provide SBBC with the training listed in this section on the Software Products and Services that have been ordered by district schools or departments in accordance with this Agreement as specifically indicated in written valid purchase orders from district schools or departments.

2.2.5.2 Option One:

Custom Consulting Services - Onsite Session: Quantity (per day/per site). The Implementation Workshop session is designed to provide educators with an introduction to using their Edmentum programs. Educators will walk through how to use key program features and how those features are used in a variety of implementation models to increase learner success. This is for one (1) 6-hour onsite session The Best Practices data-driven session focuses on the story that data can tell us, the importance of monitoring data on a continual basis, and how data impacts all stakeholders from division administration to students. Specifically, the session takes educators through data analysis and interpretation to the identification of next steps and decisions to be made.

2.2.5.3 Option Two:

Custom Consulting Services - Virtual Session: Quantity (per day/per site) for a maximum of thirty (30) participants. The Implementation Workshop session is

designed to provide educators with an introduction to using their Edmentum programs. Educators will walk through how to use key program features and how those features are used in a variety of implementation models to increase learner success. Specifically, the session takes educators through data analysis and interpretation to the identification of next steps and decisions to be made.

2.2.5.4 SBBC will collaborate with VENDOR to identify training dates.

2.2.6 Unless otherwise specified herein, the VENDOR acknowledges that this Agreement does not award or guarantee it to receive any specific amount of work, any specified volume of product or service requisitions, or specific amount of revenue. Rather, this Agreement is intended to establish the terms and conditions that will govern any purchases of the Software Products and Services listed in Attachment A as specifically stated within this Agreement and within any subsequent written valid requisitions from SBBC or district schools throughout the term of this Agreement and throughout the term of any subsequent renewals of this Agreement.

2.3 Cost. The total cost to SBBC for the commodities and services under this Agreement is Two Million Eight Hundred Thousand, Dollars and 00/100 Cents ($2,800,000.00).

2.4 **Payment**

2.4.1 Upon commencement of the Agreement, VENDOR shall provide SBBC with an appropriate quote for requested products and services; thereafter, SBBC will provide VENDOR with a valid and appropriate purchase order.

2.4.2 VENDOR shall submit proper and appropriate invoice to SBBC as described below:

Any district school or department may elect to purchase any of the software products and/or services listed in section 2.2 by contacting VENDOR. The requesting school or department shall request a quote from VENDOR (with same quote being based upon the costs listed within this Agreement), that shall be used to create a valid purchase order. The district school or department creating the valid requisition for selected software products and/or will be responsible for all costs related to said requisition.

VENDOR submits proper and appropriate invoices upon receipt of a SBBC purchase orders and products/services are delivered to a respective site:

The School Board of Broward County, Florida
Accounting and Financial Reporting Department
Attn: Accounts Payable

600 SE 3rd Avenue, 7th Floor
Fort Lauderdale, Florida 33301

2.4.3 VENDOR shall seek all payments from the respective district department or district school that created the valid purchase order within thirty (30) calendar days of receipt of the same invoice.

2.4.4 The respective district departments or district schools shall pay all proper and appropriate VENDOR invoices within thirty (30) calendar days of receipt of the same invoice.

2.5 **SBBC Disclosure of Education Records**.

2.5.1 SBBC employees will provide VENDOR with the education records listed in this section for the following purposes:

2.5.1.1 - To provide personalized learning and individualized instruction to promote student growth in math, science, language arts, and social studies for grades 6-12 to ensure students meet the graduation requirements as required by the student progression plan.

2.5.1.2 - To create user accounts
2.5.1.3 - To assist in planning instruction and determine the progress of a student

2.5.2 SBBC employees will provide VENDOR with the following education records, via SBBC's integration system:

2.5.2.1 - Student's first and last name
2.5.2.2 - Student identification number
2.5.2.3 - Name of School
2.5.2.4 - Race
2.5.2.5 - Ethnicity
2.5.2.6 - Gender
2.5.2.7 - Birth Date
2.5.2.8 - Grade Level
2.5.2.9 - SBBC email address
2.5.2.10 - Graduation Year

2.5.3 In addition to the education records being provided by SBBC employees, in this section, students will input the following information into VENDOR's online platform: answers to assessments and student learning activities. VENDOR shall comply with the Children's Online Privacy Protection Act of 1998 (COPPA), 15 U.S.C. 6501-6505, and its corresponding Children's Online Privacy Protection Rule, 16 CFR Part 312. In instances where students under the age of thirteen (13) years enter personally identifiable work and information into VENDOR's online

platform, or when VENDOR engages in passive tracking of children's personal information, SBBC shall obtain written verifiable consent from each student's parent/guardian as required by COPPA.

2.5.4 FERPA Exception to Consent. VENDOR is considered a "school official" with a legitimate educational interest to receive the aforementioned types of information from SBBC student education records for the purposes listed above. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or student age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

2.5.5 The requirements of this section shall supersede any uses and disclosures of education records, or the like, as listed in VENDOR's privacy policies, if any.

2.6 **VENDOR Safeguarding the Confidentiality of Education Records**.

2.6.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.6.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.6.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.6.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.6.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.6.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.6.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2.6.2.2 Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

2.6.2.3 Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.6.2.4 Fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

2.6.2.5 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.6.2.6 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

2.6.2.7 Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

2.6.2.8 Purge education records from any media once the media is no longer in use or is to be disposed; and

2.6.2.9 Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.6.3 Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

2.6.4 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.7 **SBBC Disclosure of Employee Records**. VENDOR will utilize employee records to create user accounts.

2.7.1 SBBC employees will provide the following employee records, through SBBC's integration system to VENDOR:

2.7.1.1 Employee's first and last name
2.7.1.2 Employee's work email address

2.7.2 The requirements of this section shall supersede any use of employee records as listed in VENDOR's privacy policies.

2.8 **VENDOR Safeguarding the Confidentiality of Employee Records**.

2.8.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.8.1.1 Fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

2.8.1.2 Hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;

2.8.1.3 Only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

2.8.1.4 Notify the SBBC Privacy Officer within 48 hours after discovery of a hard copy breach of confidentiality of employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.8.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.8.2.1 Protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information; and

2.8.2.2 Notify the SBBC IT Security Assistant Director within 48 hours after discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.8.2.3 Prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

2.8.2.4 Be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

2.8.3 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.9 **VENDOR Re-Disclosure of SBBC Education Records and Employee Records**. VENDOR will re-disclose the education records and employee records listed in this Agreement to the following recipients for the purposes listed:

Subprocessor/Partner	Purpose/Roles
Amazon Web Services	Cloud hosting, additional infrastructure services and tooling, and usage analytics
Citrix	Customer reporting and file sharing
Databricks	Analytics
Drift	At customer election, voluntary support chat
Genius	Student Information System

Microsoft	Cloud hosting, data processing and reporting, secure data sharing, voice support
CopyLeaks	Plagiarism and AI detection tool
CustomerHD	Tier 1 support on behalf of Edmentum
EdLink	Integration with LMS, SIS, data sources, file sharing, pass back of results
Google Voice Standard & Google Workspace Enterprise Standard	Telephony, productivity tools, file sharing, interactions, live session management
Launch Darkly	Software feature release management
Learnosity	Voice audio processing and file uploads
TextHelp	Feature functionality highlighting persistence
WalkMe	In-product notifications, support, and help
Zoom	Live session management
Authorize.net	Payment processing, payor role only

2.10 **Third-Party Safeguarding the Confidentiality of Education Records and Employee Records**. For any and all education records and employee records that VENDOR rediscloses to any and all entities with which it contracts or utilizes ("third-parties") pursuant to the terms of this Agreement, VENDOR shall ensure that those third-parties comply with the terms of this Agreement, including but not limited to the safeguarding requirements of this Agreement. VENDOR shall take any and all responsibility for the negligent acts or omissions of any and all third-parties that it utilizes to comply with the terms of this Agreement.

2.11 **Assessment of Data Protection Controls**.

2.11.1 VENDOR or any of VENDOR's subcontractors with access to SBBC data shall provide an attestation stating VENDOR and/or VENDOR's subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by VENDOR or any of VENDOR's subcontractors with access to SBBC data under this Agreement.

2.11.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.11.2.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2.11.2.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.11.2.3 Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR's objectives while also ensuring the data is protected from unauthorized use or disclosure.

2.11.2.4 Monitoring compliance with established security controls.

2.11.3 VENDOR and/or VENDOR's subcontractors with access to SBBC data under this Agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.12 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

2.12.1 Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

2.12.2 Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

2.12.3 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement,

and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

2.12.4 Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

2.12.5 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.12.6 Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

2.12.7 Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.13 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief Academic Officer The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301

To VENDOR: Attn: Laura Brown
5600 West 83rd Street, Suite 300
Bloomington, Minnesota 55437

2.14 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.15 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, VENDOR, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of VENDOR under penalty of perjury stating that VENDOR does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject VENDOR to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if VENDOR is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with VENDOR's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.16 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized

Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.17 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.18 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records

or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall 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 the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.19 **Proprietary Information**.

2.19.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.19.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or

materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.20 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.20.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.20.2 By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.21 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.21.1 General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 General Aggregate; and limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

2.21.2 Technology Errors & Omissions. VENDOR shall maintain Technology Errors & Omissions insurance during the term of this Agreement with a limit of not less than $1,000,000 per occurrence covering services provided under this Agreement.

2.21.3 Workers' Compensation. . VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

2.21.4 Auto Liability. VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit.

2.21.5 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.21.6 Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. Post award you will receive an email including a link to upload *(drag and drop)* your certificate of insurance.

2.21.7 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.21.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.21.7.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.21.7.3 Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Avenue, 11th Floor, Fort Lauderdale, FL 33301.

2.21.8 Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.21.9 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.22 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.23 **Entities of Foreign Concern**. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of VENDOR hereby attests under penalty of perjury as follows: VENDOR is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in VENDOR; and the undersigned authorized representative of VENDOR declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

2.24 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.25 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.26 **Incorporation by Reference**. **Attachment A** is hereto and referenced herein are incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal,

unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date of last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Nicole Vele GrayRobinson, P.A. as Cadre Counsel for
_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal) (no corporate seal)

ATTEST:

_____
Corporate Secretary Signature

-or-

_____
Witness Signature
Print Name: _____

_____
Witness Signature
Print Name: _____

Edmentum, Inc.

By: _____

Print Name: Jamie Candee

Title: President/CEO

Date: 5/12/2026

STATE OF Minnesota
COUNTY OF Hennepin

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 5/12/2026 (*date*) by Jamie Candee (*name of officer or agent, title of officer or agent*) of Edmentum, Inc. (*name of corporation acknowledging*), a Minnesota (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me or has produced _____ (*type of identification*) as identification and who did first take an oath this 12th day of May, 2026.

My Commission Expires:

(SEAL)

RUTH GRODAHL
NOTARY PUBLIC
STATE OF MINNESOTA
My Commission Expires Jan. 31, 2030

_____
Signature – Notary Public

Ruth Grodahl
Printed Name of Notary

N/A
Notary's Commission No.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-11.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

AGR26-203 – Supplemental Software (Reading Horizons)

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and HEC Software, Inc. (Reading Horizons) with a term that commences on August 1, 2026, and concludes on July 31, 2027, with budget authority in the amount of $100,000. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

Executive Summary
Financial Analysis Worksheet
Agreement
Teacher Survey
Principal Survey
Academic Software List

FINANCIAL IMPACT:

This Agreement provides the necessary procurement mechanism for schools/departments to purchase these optional materials if they have the available budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 1: Early Literacy Proficiency **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jul 14, 2026

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

AGR26-203 – Supplemental Software (Reading Horizons)

Board Meeting Date: July 28, 2026

Requested Action:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and HEC Software, Inc. (Reading Horizons) with a term that commences on August 1, 2026, and concludes on July 31, 2027, with budget authority in the amount of $100,000.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Supports 6A-6.053 District Comprehensive Evidence-Based Reading Plan, Evidence-Based, Tier 2/3 Intensive Interventions
If the School Board votes "Yes"	• Approval will ensure that elementary schools have access to Reading Horizons as an evidence-based intervention aligned to Florida Rule 6A-6.053 and the District's Comprehensive Evidence-Based Reading Plan (CERP). SIPPS directly supports the delivery of evidence-based, intensive interventions for students with foundational reading deficiencies, enabling schools to meet state requirements for differentiated literacy instruction and accelerate student achievement in English Language Arts (ELA).
If the School Board votes "No"	• Non-approval will limit schools' ability to implement Reading Horizons as a targeted, evidence-based intervention, potentially impacting the District's capacity to fully align with Florida Rule 6A-6.053 and the CERP. This may reduce access to structured, systematic supports for students requiring intensive foundational reading interventions, thereby constraining schools' ability to effectively address reading deficiencies and meet state expectations for evidence-based literacy instruction.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 1: Early Literacy Proficiency

Measurable Outcome(s)/Return on Investment	• Students who attended schools that implemented the Reading Horizons (RH) program demonstrated growth across all grade levels from PM1 to PM3. Kindergarten students showed the largest average increase, gaining 37.46 points, closely aligning with the district average growth of 38.37 points. Grade 2 students increased by an average of 21.89 points, which was comparable to the district average of 22 points. In Grades 3, 4, and 5, students demonstrated average gains of 17.73, 17.03, and 14.31 points, respectively. Growth in Grade 3 was slightly below the district average of 18.55 points, while Grades 4 and 5 slightly exceeded district averages of 16.82 and 13.76 points, respectively.

Background/History
Reading Horizons is a core word recognition intervention program from Broward's Comprehensive Evidence-Based Reading Plan. It has a strong track record of improving all students' decoding ability when used with fidelity as an intensive intervention.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	August 1, 2026 – July 31, 2027.
Multi-Year Agreement:	Yes, this is a one-year Agreement with two one-year extension periods.
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Pursuant to Purchasing Policy 3800, III (D), and Rule 6A-1.012(11)(b), Florida Administrative Code, competitive solicitations are not required for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency, or a recognized educational institution.

Table B: Financial Impact, Funding Source, and Budget Authority *This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.*		
Budget Impact Summary Statement: 1. This Agreement provides the necessary procurement mechanism for schools/departments to purchase these optional materials if they have the available budget.		
New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
8/1/2026 – 7/31/2027	12 months	$100,000

Budget Authority Request(s) *This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.*				
Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
FY27	11 months	Various school/department general/grant funds	$100,000	Y
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	
FY28	1 month	Various school/department general/grant funds	$0	

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Elementary schools and departments will have the opportunity to purchase Reading Horizons materials as a supplemental resource if funding is available in their budgets.
School Selection /Prioritization	School-based decision to purchase Reading Horizons materials.
Community/ Stakeholder Engagement	Not Applicable

End-User Input	Principal Survey: • 80% (41/51) of principals who responded to the survey rated Reading Horizons materials either very effective or somewhat effective towards improving student achievement. Teacher Survey: • 84% (41/46) of teachers who responded to the survey rated Reading Horizons materials as either very effective or somewhat effective towards improving student achievement. • 80% (37/46) of teachers who responded to the survey would like to continue using Reading Horizons in the 2026-2027 school year.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Agreement
Exhibit C: Teacher Survey
Exhibit D: Principal Survey
Exhibit E: Academic Software List

PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	AGR26-203	**Preparation Date:**	May 18, 2026
Previous Bid # (Ex: 10-004R):		**Buyer/PA:**	
New Bid Award Total:	$300,000	**Bid Title:**	Supplemental Software (HEC Software dba Reading Horizons)
Previous Award Total:			
Bid Type:	NEW BID		
Previous Bid Term (Start Date):		**New Bid Term (In Months):**	12
Previous Bid Term (End Date):		**# of Months Into Bid:**	

SPEND REPORTING	
Purchase Order(s) Spend:	
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	
Average Monthly Expenditure:	PLEASE SEE NOTES SECTION
Unused Authorized Spending:	
Est. Forecasted Spend (For Entire Bid Term):	**PLEASE SEE NOTES SECTION**

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
	PO VENDOR SPEND:	
	P-CARD SPEND:	$ -
	TOTAL SPEND:	

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	Various School and Department Budgets	**Name** (First & Last)	Melissa W. Holtz
Fund		**Title**	Director
Functional Area		**Department/School Name**	Elementary Learning
Commitment Item		**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**5/18/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

HEC SOFTWARE, INC.
(hereinafter referred to as "VENDOR"),
a foreign profit corporation authorized to do business in Florida,
whose principal place of business is
1194 Flint Meadow Drive, Kaysville, Utah 84037

A. **WHEREAS**, VENDOR provides Discovery K-3 and Elevate Grade 4-5 kits for explicit, systematic, research-based, phonics intervention (hereafter referred to as "Software") based on the Reading Horizons method aimed at improving phonemic awareness, phonics, spelling, fluency, vocabulary, handwriting, grammar/syntax, and pronunciation using various multi-sensory techniques as a supplement to reinforce skills taught in the classroom; and

B. **WHEREAS**, SBBC desires to use and VENDOR wishes to provide licenses for SBBC to use this Software to assist in the advancement of these goals; and

C. **WHEREAS**, pursuant to SBBC Policy 3800, III (D) and (E), as authorized by Florida Administrative Code Rule 6A-1.012 11(b) and 14, the requirement of requesting competitive solicitations from three or more sources is waived for the purchase of educational services and any type of copyrighted materials including, without limitation, computer software, and for information technology.

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

ARTICLE 1 – RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences on August 1, 2026, and concludes on July 31, 2027, unless terminated earlier pursuant to Section 3.05 of this

Agreement. The term of the Agreement may, by mutual written amendment between SBBC and VENDOR, be extended for two (2) additional one (1) year periods.

2.2 **Description of Goods and Services.**

2.2.1 VENDOR will provide supplemental optional online software licenses to SBBC's elementary schools wishing to purchase VENDOR Discovery and Elevate online software licenses for district school students who are receiving reading interventions. The Software includes:

2.2.1.1 Interactive multisensory lessons
2.2.1.2 Most Common Words and Grammar Lessons
2.2.1.3 Vocabulary word wall, stories or passages, and games
2.2.1.4 Administration system with pre and post assessments and customizable reports

2.2.2 VENDOR will provide training to SBBC support staff and district school administrators and instructional personnel on how to properly use the Software.

2.2.3 VENDOR will make K-5 materials available for purchase by SBBC's district schools. These will include the following materials listed below:

2.2.3.1 Legacy Discovery® Reading Bundle - Grade K includes:

2.2.3.1.1 Set of Kindergarten Teacher Manuals - Chapters 1-2
2.2.3.1.2 Games Supplement
2.2.3.1.3 Wall Posters
2.2.3.1.4 (696) Transfer Cards
2.2.3.1.5 (6) Sets of 20 Kindergarten Little Books
2.2.3.1.6 (1) Little Books Teacher Edition

2.2.3.2 Legacy Discovery® Reading Bundle - Grade 1-3 includes:

2.2.3.2.1 Set of 6 Teacher Manuals - Chapters 1-6
2.2.3.2.2 Wall Posters
2.2.3.2.3 Sets of 54 Decodable Books
2.2.3.2.4 Transfer cards

2.2.3.3 Reading Horizons Sound City Add-on Grade K

2.2.3.3.1 Sound Wall Teachers Manual-44 lesson: one for each phoneme
2.2.3.3.2 Daily Phonemic Awareness Lessons Manual
2.2.3.3.3 Kindergarten wall posters
2.2.3.3.4 Kindergarten phoneme card set

2.2.3.4 Reading Horizons Sound City Add-on Grade 1-3

2.2.3.4.1 Sound Wall Teachers Manual-44 lessons: one for each phoneme
2.2.3.4.2 Daily Phonemic Awareness Lessons Manual
2.2.3.4.3 (2) Wall posters
2.2.3.4.4 Phoneme card set
2.2.3.4.5 (25) Portable sound wall for each student

2.2.3.5 Elevate® Literacy Skills Toolkit - Grades 4-5 includes:

2.2.3.5.1 Set of Teacher Manuals - Volumes 1-6
2.2.3.5.2 Supplementary Materials Manual
2.2.3.5.3 (7) Wall Posters
2.2.3.5.4 (624) Transfer Cards
2.2.3.5.1 (1) Reading Library Teacher Edition

2.2.3.6 Student materials that support the Elevate Literacy Skills Toolkit and include:

2.2.3.6.1 Sets of Reading Library Books - Volumes 1-4
2.2.3.6.2 (1) Student Activity Book
2.2.3.6.3 (1) English Language Enhancement

2.2.3.7 Reading Horizons Discovery® Print Essentials Pack - Grade K includes:

2.2.3.7.1 (8) Wall Posters
2.2.3.7.2 (24) Set of Kindergarten Student Transfer Books - Volumes 1-2
2.2.3.7.3 (6) Sets of 25 Kindergarten Decodable/Letter Books
2.2.3.7.4 (1) Set of 45 Phoneme Cards
2.2.3.7.5 (1) Set of 25 Sound Wall Cards

2.2.3.8 Reading Horizons Discovery® Print Essentials Pack - Grade 1 includes:

2.2.3.8.1 (9) Wall Posters
2.2.3.8.2 (24) Set of Grade 1 Student Transfer Books - Volumes 1-2
2.2.3.8,3 (6) Set of 47 Grade 1 Decodable/Letter Books
2.2.3.8.4 (1) Set of 45 Phoneme Cards
2.2.3.8.5 (1) Set of 25 Sound Wall Cards

2.2.3.9 Reading Horizons Discovery® Print Essentials Pack - Grade 2-3 includes:

2.2.3.9.1 (9) Wall Posters
2.2.3.9.2 (24) Sets of Grade 2/3 Student Transfer Books - Volumes 1-2
2.2.3.9.3 (6) Sets of 33 Grade 2/3 Decodable Books
2.2.3.9.4 (1) Set of 45 Phoneme Cards
2.2.3.9.5 (1) Set of 25 Sound Wall Cards

2.2.3.10 Reading Horizons Discovery® Reading Foundations Kit - Grade K includes:

2.2.3.10.1 (1) Set of 6 Teacher Manuals - Alphabet and Sound Wall
2.2.3.10.2 Introduction-Chapter 3
2.2.3.10.3 (8) Wall Posters
2.2.3.10.4 (24) Sets of Kindergarten Student Transfer Books - Volumes 1-2
2.2.3.10.5 (6) Sets of 25 Kindergarten Decodable Books
2.2.3.10.6 (1) Set of 45 Phoneme Cards
2.2.3.10.7 (1) Set of 25 Sound Wall Cards

2.2.3.11 Reading Horizons Discovery® Reading Foundations Kit - Grade 1 includes:

2.2.3.11.1 (1) Set of 6 Teacher Manuals - Chapters 1-4
2.2.3.11.2 (9) Wall Posters
2.2.3.11.3 (24) Sets of Grade 1 Student Transfer Books - Volumes 1-2
2.2.3.11.4 (6) Sets of 47 Grade 1 Decodable/Letter Books
2.2.3.11.6 (1) Set of 45 Phoneme Cards
2.2.3.11.7 (1) Set of 25 Sound Wall Cards

2.2.3.12 Reading Horizons Discovery® Reading Foundations Kit - Grade 2-3 includes:

2.2.3.12.1 (1) Set of 6 Teacher Manuals - Chapters 1-5
2.2.3.12.2 (9) Wall Posters
2.2.3.12.3 (24) Sets of Grade 2 Student Transfer Books - Volumes 1-2
2.2.3.12.4 (6) Sets of 33 Grade 2/3 Decodable/Letter Books
2.2.3.12.5 (1) Set of 45 Phoneme Cards
2.2.3.12.6 (1) Set of 25 Sound Wall Cards

2.2.4 VENDOR will provide SBBC teachers with access to additional resources and activities on the teacher resource site at no additional charge.

2.2.5 VENDOR's Software content shall align with state standards and comply with state and federal law and rules and SBBC policies. VENDOR shall at all times provide a procedure that allows SBBC to review the content described in this section provided under this Agreement for alignment with statutory and SBBC requirements to meet district school student needs and objectives. VENDOR shall remove portions of content or the content in its entirety from view within twenty-four (24) hours of the SBBC's request for such removal to the VENDOR.

2.3 **Cost and Payment**.

2.3.1 Software License Cost: The cost to SBBC schools for online software licenses purchased under this Agreement is Seventy-Five Dollars and 00/100 Cents ($75.00) per district school student or Seven Thousand Five Hundred ($7,500) per SBBC school as outlined below:

Unit	Product	Unit Price
Software license per district school student	Discovery or Elevate Program	$75.00
Software licenses per SBBC school	Discovery or Elevate Program	$7,500.00

2.3.2 Materials Cost: The cost to SBBC schools for each VENDOR kit purchased under this Agreement, is outlined below:

Unit	Product	Unit Price
per kit	Legacy Discovery- Kindergarten	$699.00
per kit	Legacy Discovery- Grades 1-3	$1,399.00
per kit	Legacy Elevate- Grades 4-5	$875.00
per kit	Discover-Sound City: Kindergarten	$250.00
per kit	Discovery-Sound City: Grades 1-3	$250.00
per kit	Library-Four volumes and teachers guide Grades 4-5	$89.00
per kit	Reading Horizons Elevate: Student Book	$20.00
per kit	Reading Horizons Elevate: English Language Enhancement	$18.00
per kit	Discovery Print Essentials- Kindergarten	$1080.00
per kit	Discovery Print Essentials – Grade 1	$1550.00
per kit	Discovery Print Essentials – Grade 2-3	$1250.00
per kit	Discovery Foundations Kit - Kindergarten	$1680.00
per kit	Discovery Foundations Kit – Grade 1	$2150.00
per kit	Discovery Foundations Kit – Grades 2-3	$1850.00

2.3.3 Any district school or department may elect to purchase software licenses, and print materials listed section 2.02 by contacting VENDOR. The requesting district school shall request a quote from VENDOR (with same quote being based upon the costs

listed within this Agreement), that shall be used to create a valid requisition. The district department or district school creating the valid requisition for selected software products and/or will be responsible for all costs related to said requisition.

2.3.4 Upon commencement of the Agreement, VENDOR shall provide SBBC with an appropriate quote; thereafter, SBBC will provide VENDOR with a valid and appropriate purchase order.

2.3.5 VENDOR shall seek all payment from the respective district department or district school that created the valid requisition.

2.3.6 The respective district departments or district schools shall pay all proper and appropriate VENDOR invoices within thirty (30) calendar days of receipt of the same invoice.

2.3.7 VENDOR shall submit all invoices to the following address:

The School Board of Broward County, Florida
Accounting and Financial Reporting Department
Attn: Accounts Payable
600 S.E. 3rd Avenue, 7th Floor
Fort Lauderdale, Florida 33301

2.4 **SBBC Disclosure of Education Records**.

2.4.1 SBBC staff will provide VENDOR with the education records listed in this section for the following purpose(s):

2.4.1.1 For district students to have access to VENDOR's Discovery K-3 and Elevate 4-5 software licenses to supplement the student learning experience. This includes interactive lessons focusing on the forty-two (42) sounds of the alphabet, five (5) phonetic skills, and two (2) decoding skills accessible from both school and home.

2.4.1.2 To allow district students to have personalized reading interventions with interactive multi-sensory lessons, common word and grammar lessons, and pre and post assessments.

2.4.2 SBBC will provide VENDOR with the following education records via the SBBC's integration system:

2.4.2.1 District student first and last name
2.4.2.2 District student email address
2.4.2.3 District student school attended
2.4.2.4 District student class schedule

2.4.3 In addition to the education records being provided by SBBC employees, in this section, district students will input the following information into VENDOR's online platform: *student work and assessment answers.* VENDOR shall comply with the Children's Online Privacy Protection Act of 1998 (COPPA), 15 U.S.C. 6501-6505, and its corresponding Children's Online Privacy Protection Rule, 16 CFR Part 312. In instances where district students under the age of thirteen (13) years enter personally identifiable work and information into VENDOR's online platform, or when VENDOR engages in passive tracking of children's personal information, SBBC shall obtain written verifiable consent from each district student's parent/guardian as required by COPPA.

2.4.4 VENDOR is considered a "school official" with a legitimate educational interest to receive the types of information from SBBC: *district student education records for the purposes listed above*. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or student age eighteen (18) or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

2.4.5 The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in VENDOR privacy policies, if any.

2.5 **VENDOR Safeguarding Confidentiality of Education Records.**

2.5.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.5.1.1. fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2.5.1.2 hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age (eighteen) 18 or older whose education records are to be shared provides prior written consent for their release;

2.5.1.3 utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.5.1.4 notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900,

and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.5.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.5.2.1 ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

2.5.2.2 safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

2.5.2.3 notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

2.5.2.4 fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

2.5.2.5 prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

2.5.2.6 be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

2.5.2.7 provide SBBC with the name and contact information of VENDOR's employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records;

2.5.2.8 purge education records from any media once the media is no longer in use or is to be disposed; and

2.5.2.9 return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology

systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.5.3 Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

2.5.4 The requirements of this section supersede any uses and disclosures of education records or the like as listed in VENDOR's privacy policies.

2.6 **SBBC Disclosure of Employee Records**.

2.6.1 SBBC will disclose the district employee records listed in this section to VENDOR for the following purposes:

2.6.1.1 To coordinate professional learning and trainings with district employees
2.6.1.2 To assist district teachers in need of additional trainings to improve their knowledge of the products purchased.
2.6.1.3 To support district teacher implementation of the program.

2.6.2 SBBC will disclose the following district employee records to VENDOR via encrypted email:

2.6.2.1 District eEmployee's First and Last Name
2.6.2.2 Name of District school
2.6.2.3 Grade Level

2.6.3 The requirements of this section shall supersede any use of district employee records as listed in VENDOR's privacy policies.

2.7 **VENDOR Safeguarding the Confidentiality of District Employee Records.**

2.7.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.7.1.1 fully comply with the requirements of state or federal law or regulation regarding the confidentiality of district employee records;

2.7.1.2 hold the district employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;

2.7.1.3 only share district employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

2.7.1.4 notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of district employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.7.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.7.2.1 protect district employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the district employee's records and information;

2.7.2.2 notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

2.7.2.3 prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

2.7.2.4 be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

2.7.3 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.8 **Assessment of Data Protection Controls.**

2.8.1 VENDOR or any of VENDOR's subcontractors with access to SBBC data shall provide an attestation stating VENDOR and/or VENDOR's subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity

controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by VENDOR or any of VENDOR's subcontractors with access to SBBC data under this Agreement.

2.8.2 At a minimum, the assessment shall show what controls are used to:

2.8.2.1 protect SBBC against unauthorized access, unauthorized disclosure, and damage;
2.8.2.2 reduce the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data;
2.8.2.3 ensure SBBC student and/or staff personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR'S objectives while also ensuring the data is protected from unauthorized use or disclosure; and
2.8.2.4 monitor compliance with established cybersecurity controls.

2.8.3 VENDOR and/or VENDOR's subcontractors with access to SBBC data under this agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.9 **Inspection of VENDOR' Records by SBBC**. VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All Reading Horizons' applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

2.9.1 Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR' records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

2.9.2 Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

2.9.3 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

2.9.4 Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

2.9.5 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.9.6 Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

2.9.7 Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.10 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief Academic Officer The School Board of Broward County, Florida 600 Southeast Third Avenue, 6th Floor Fort Lauderdale, Florida 33301

To VENDOR: HEC Software, Inc.
1194 Flint Meadow Drive
Kaysville, Utah 84037

2.11 **Background Screening**. VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to district school grounds when students are present, (b) will have direct contact with district students, or (c) have access or control of district school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. VENDOR personnel who are subject to background screening include all VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement ("FDLE") to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC-issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.12 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall 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 the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC 's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.13 **Liability**. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.13.1 By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.13.2 By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR' agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.14 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.14.1 General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits of not less than $1,000,000 for Products/Completed Operations Aggregate.

2.14.2 Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

2.14.3 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.14.4 Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit VENDOR sufficient time to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

2.15.5 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.15.5.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.15.5.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.15.5.3 Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave, Fort Lauderdale, FL 33301.

2.15.6 Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.15.7 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.16 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector

List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is one million dollars ($1,000,000) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.17 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.18 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC if this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.19 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.20 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.21 **Proprietary Information.**

2.21.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.21.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action - but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.22 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and SBBC, the nongovernmental entity must provide SBBC entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.05(13), Florida Statutes. The nongovernmental entity shall attach hereto as **Exhibit A** an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury stating that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject the nongovernmental entity to civil penalties, attorney's fees, and/or costs. Any agreement with SBBC shall be terminated by SBBC without recourse if the nongovernmental entity is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with the nongovernmental entity's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.23 **Foreign Country of Concern Attestation Form.** Nongovernmental entities receiving an award under this Agreement will receive access to personal identifying information for purposes of Sections 287.138 and 501.17(g)1, Florida Statutes. Rule 60A-1.020, Florida Administrative Code, adopted Form PUR 1355, "Foreign Country of Concern Attestation Form" (the "Form") to be completed by all the nongovernmental entities that would access personal identifying information. The Form is attached hereto as **Exhibit B** and must be executed by the nongovernmental entity and be submitted with the nongovernmental entity's executed agreement or an amendment renewing or extending an agreement. A proposed agreement or amendment submitted by a the nongovernmental entity without a fully executed "Foreign Country of Concern Attestation Form" will be rejected pursuant to Section 287.138(4)(a), Florida Statutes, and will not be considered for award.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calander days' notice. This remedy is not

intended to be exclusive of any other remedy, and each and every such remedy is cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.5 **Termination**. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) calander days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There

shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

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

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date of last signature below.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Sarah Leonardi, Chair

ATTEST:

_____
Dr. Howard Hepburn
Superintendent of Schools
4/30/2026

Approved as to Form and Legal Content:

_____
Office of the General Counsel

FOR VENDOR :

(Corporate Seal)

HEC Software, Inc.

ATTEST:

By: _____
Signature

_____
Signature

_____
Print Name of Official Company Registered Secretary

Cory Gill
Print Name

-or-

Regional Sales Director
Title

_____
Witness

Date: 4/30/26

_____
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Utah

COUNTY OF Davis

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4·30·2026 (*date*) by Cory Gill (*name of officer or agent, title of officer or agent*) of Reading Horizons (*name of corporation acknowledging*), a Utah (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced physical presence (*type of identification*) as identification and who ☒did/☐did not first take an oath this 30 day of April, 2026

My Commission Expires:

Heather Black
Signature – Notary Public

Heather Black
Print Name of Notary

743116
Notary's Commission No.

(SEAL)

HEATHER BLACK
Notary Public - State of Utah
Comm. No. 743116
My Commission Expires on
May 14, 2029

Exhibit A
Affidavit Attesting to Noncoercive Conduct for Labor or Services

As a nongovernmental entity executing, renewing, or extending a contract with The School Board of Broward County, Florida ("SBBC"), the nongovernmental entity ("Entity") is required to provide an affidavit under penalty of perjury attesting that Entity does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes. As defined in Section 787.06(2)(a), Florida Statutes, coercion means: 1. Using or threatening to use physical force against any person; 2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; 3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined; 4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; 5. Causing or threatening to cause financial harm to any person; 6. Enticing or luring any person by fraud or deceit; or 7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; that the facts stated in it are true; and that the Entity does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

Name of Entity: Reading Horizons

Entity's Address: 1194 Flint Meadow Dr, Kaysville, UT 84037

Entity's Email Address: procurement@readinghorizons.com

Entity's Phone Number: 800-333-0054

Entity's FEIN: 86-0495240

Signature of Entity's Officer or Representative: Stacey Black

Printed Name of Entity's Officer or Representative: Stacey Black

Title of Entity's Officer or Representative: Research and Proposal Manager

Date: 04/30/2026

EXHIBIT B
FOREIGN COUNTRY OF CONCERN ATTESTATION
(REVISED FORM PUR 1355)

This form must be completed by an officer or representative of a nongovernmental entity ("Entity") submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a The School Board of Broward County, Florida ("SBBC") which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C. The Entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; and that the facts stated in it are true.

Name of Entity: Reading Horizons

Entity's Address: 1194 Flint Meadow Dr, Kaysville, UT 84037

Entity's Email Address: procurement@readinghorizons.com

Entity's Phone Number: 800-333-0054

Entity's FEIN: 86-0495240

Signature of Entity's Officer or Representative: Stacey Black

Printed Name of Entity's Officer or Representative: Stacey Black

Title of Entity's Officer or Representative: Research and Proposal Manager

Date: 04/30/2026

260428hecsoftwarerpvrl

Responses Overview

Active

Responses	Average Time	Duration
119	00:48	357 Days

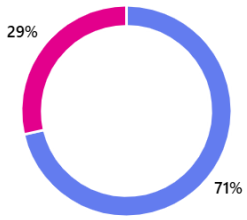
1. School Name

0 responses submitted

0
Responses

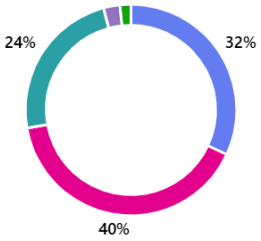
2. Would you like to continue using Reading Horizons as your intervention program in the 2025-2026 school year?

Yes	85
No	34



3. How effective do you believe Reading Horizons is at closing the achievement gap with your students?

Very effective	38
Somewhat effective	48
Neither effective nor ineffective	28
Somewhat ineffective	3
Very ineffective	2



Responses Overview

Active

Responses	Average Time	Duration
71	11:49	84 Days

1. School

71
Responses

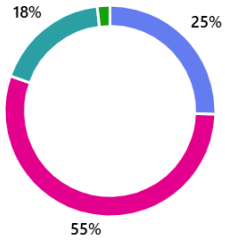
Latest Responses
"Pembroke Lakes Elementary"
"Country Hills Elementary"
"Park Trails Elementary School"
...

53 respondents (75%) answered Elementary for this question.



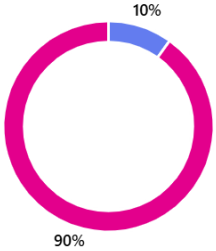
2. If you used Reading Horizons materials in the 25-26 school year how effective do you believe it was in increasing student achievement? If you did not use Reading Horizons please skip this question.

Very effective	13
Somewhat effective	28
Neither effective nor ineffective	9
Somewhat ineffective	0
Very ineffective	1



3. Do you plan on purchasing Reading Horizons materials for the 26-27 school year?

Yes	7
No	64



4. If you answered yes to question 3, approximately how much money do you plan on spending on these materials?

20
Responses

Latest Responses
"not sure"
...

2 respondents (10%) answered students for this question.



Established 1915
BROWARD County Public Schools

Academics Software List - District Purchased

State Mandated Core Materials

Resource Name	Department and Subject Matter Expert	Type	Adoption Year	Contract Year/Term	Previous Year(s) Cost	Annual Cost	Utilization Data	ROI / Achievement Data / Survey Feedback
CFAE Artful Evaluation Program	Applied Learning	Supplemental	2022	2025-2030	$900.00	$900.00	Management system for district exhibitions. 100% art teachers use for art exhibit/competitions.	Management system for district exhibitions. 100% art teachers use for art exhibit/competitions.
Chess4Life, LLC	Applied Learning	Supplemental	2024	2024-2027	$160,000.00	$160,000.00	86,900 unique student user engagement.	83,900 unique student user engagement
Speechwire Tournament Services	Applied Learning	Supplemental	2024	2024-2027	$9,408.00	$7,945.50	Approximately 10,200 attend and compete in tournaments; 4 tournaments monthly.	Approx 10,200 attend and compete in tournaments
American Sign Language 1-3 (eDynamic Learning)	Bilingual/ESOL	Core	2026-2027	2026-2031	5 year Adoption (New)	$256,839.00	Core Curriculum with an online version - no utilization data available.	Online textbook. American Sign Language 1-3 (Regular & Honors)
Renaissance STAR & CBM (Spanish)	Bilingual/ESOL	Core	2025-26	2026-2027	N/A	$20,000.00	Core Curriculum with an online version - no utilization data available.	NA
Amira Learning	Bilingual/ESOL	Supplemental	2026	2025-2027	$188,000.00	$100,000.00	3912 Students rostered in 26 Dual Language schools; grades K-8; 92% of students completed the May assessment.	New adoption.
ELLevation Platform & Strategies (Curriculum Associates)	Bilingual/ESOL	Supplemental	2014	2026-2027	$895,000.00	$874,497.00	Teacher usage monthly to weekly is over 6000 logins; daily for ESOL teachers is over 82,000 logins; daily for District ESOL Dept over 5000 logins. Student usage does not apply.	By June 2027, engagement with Ellevation Strategies and Platform will show an increase of three (3) percent as evidenced by the number of current logins (85,380). By June 2027, engagement with Ellevation Strategies will show an increase of three (3) percent measured by interaction with professional learning modules as evidenced by current logins and interaction (5,088).

Imagine Language & Literacy	Bilingual/ESOL	Supplemental	2014	2026-2027	$881,000.00	$640,000.00	8,279 Active students; These are averages: 84% Lessons passed; 39 mins average time per week; 13 average lessons completed; 45,000 lessons completed	85% overall lesson pass rate
Certified Internet Web Professional Curriculum Materials	CTACE	Core	2023	2026-2029	$3,250.00	$100,000.00	2019 student logins, 71 testing vouchers used. 161 teachers accounts.	Piloted during the 2024-2025 school year. During this time, the district had an ROI of $6,500 (13 industry certifications earned). To be used as a replacement for the daggered ESB exam.
CEV Multimedia (iCEV)	CTACE	Core (data management software)	2024	2026-2029	$550,000.00	$600,000.00	134 teacher accounts currently active with 10,989 students currently enrolled in their courses with 5,237 testing vouchers used.	Primarily used as testing platform. Approximate ROI$2,074,000; 71% industry certification passing rate, teacher approval 90%,
Home Builders Institute: HBI	CTACE	Core	2021	2026-2028	$10,000.00	$8,000.00	This is the curriculum used by all our building and trades and carpentry, a total of 1,139 students and 4 teachers.	Approximate CAPE funds ROI: $120,500; 100% teacher approval
National Association for Legal Support Professionals	CTACE	Core	2024	2024- 2027	$6,750.00	$60,000.00	34 testing vouchers used.	Schools will earn acceleration points for student passers of the LSP exam and approximately $1,000 in CAPE bonus funding per exam.
National HealthCareer Association (Assessment Technologies)	CTACE	Core	2023	2023-2026	$65,000.00	$200,000.00	1,092 testing vouchers used.	Immediate Return on Investment is a twenty-five (25) percent increase in student proficiency on Health Science industry certification exams as evidenced by the certification credentialing agency. Last year students earned 748 industry certifications from NHA amounting to over $400,000 earned in CAPE funding.

National Restaurant Association Solutions, LLC.	CTACE	Core	2022	2026-2029	$112,000.00	$300,000.00	1,286 testing vouchers used.	Over the last three (3) years, we have had a passing rate of two thousand three hundred seventeen (2,317), seventy-six percent (76%), thus demonstrating career readiness and generating $2,317,000 back to our Career & Technical Education (CTE) programs.
Network for Teaching Entrepreneurship (NFTE)	CTACE	Core	2006	2025-2028	$225,000.00	$225,000.00	5,139 Entrepreneurship students utlized this curriculum to prepare for their industry certification exams.	Students utilizing this curriculum have an opportunity to take the Entrepreneurship and Small Business industry certification exam, making them career-ready. Over the last three years, we have had 12,228 (75% passing rate) students pass this exam, thus demonstrating career readiness.
Solid Professer software license (district-wide)	CTACE	Core	2022	2022-2025	$80,000.00	$100,000.00	Used by 3,730 Engineering student to prepare for their industry certification exams and used by 26 teachers.	This platform provides schools with Engineering, Robotics, and Aerospace programs with curriculum and projects specific to AutoDesk and SolidWorks industry certifications. Schools are surveyed for accss. This platform is available for grades 6-12. During the 2024-2025 school year, students passed 1,536 industry certification exams, which are practiced through Solidprofessor software. This equates to over $1.5 million in Career and Professional Education Act (CAPE) funding, which continues to support the programs.

Technical Industry Certification and Digital Tool Licensing (Certiport)	CTACE	Core	2021	2021-2026	$1,399,861.00	$1,399,861.00	48,011 testing vouchers used.	This platforms provides industry certifiaiton vouchers to students enrolled in CTE courses grardes 6-12. Additionally, elementary grades will have access to the Digital Tool certifications. Testing preparation and activities aligned to the associated industry certifications are within this platform to prepare the students for industry certification testing. For school year 2024-2025, over 23,000 industry certficaion exams were earned and approximately $16,000,000 in CAPE Bonus FTE was generated as a result of these certifications earned.
Virtual Enterprise International (Vei)	CTACE	Core	2022	2026-2029	$60,000.00	$100,000.00	Totals Broward Schools that use VE Hub: 25 Totals Unique Teachers: 43 Total Login by School: 14,200 Sum of Teacher Login: 938 Total Curriculum Clicks by Teachers: 8,777 Total Curriculum Clicks by Students: 56,419	Students utilizing this curriculum have an opportunity to take both the QuickBooks and Entrepreneurship and Small Business industry certification exam, making them career-ready. Over the last three years, we have had 12,990 (73% passing rate) students pass these exams, thus demonstrating career readiness.
Cengage (Mindtap)	CTACE	Supplemental	2021	2026-2029	5 year Adoption	$50,000.00	Number of teachers who have accessed or actively used the platform: 33 Number of students who have accessed or actively used the platform: 2,107	During the previous school year, students earned over one thousand (1,000) industry certifications in subject areas supported by the Cengage curriculum. These certifications generated approximately $500,000 in CAPE funding, demonstrating a measurable financial return on investment while strengthening workforce readiness outcomes for students.

Complio-American DataBank	CTACE	Supplemental	2026	2026-2029	$30,000.00	$87,500.00	N/A for teacher and student usage. No students were abl e to utilize the program this school year due to contract status.	ROI this platform will allow health care and emergency medical services students who elect to complete their clinical experiences at an ADB agency the ability to complete their background checks and health screenings using the Complio System. Immediate ROI is one hundred percent of these students will be onboarded using this system.
National Academy of Finance (NAF)/Education Model Curriculum Agreement (NAF)	CTACE	Supplemental	2022	2026-2029	$22,400.00	$23,400.00	Number of teachers who have accessed or actively used the platform: 22 Number of students who have accessed or actively used the platform: 837 Frequency of use: Work-based learning tracker- 83 activities, 1,160 unique students in WBL tracker Total Number of Hours: 294	The return on investment for this Agreement is measured through cost efficiency, scalability across multiple academies, and support of workforce-aligned outcomes. At an annual cost of $23,400, the District provides access to a nationally recognized, industry-validated curriculum model supporting thirteen (13) academies across multiple CTE pathways.
Post Secondary Continuing Education Software-Essential Ed	CTACE	Supplemental	2025	2025-2028	$74,160.00	$80,000.00	Average Academic Seat Usage: 948 Average Workforce Readiness Seat Usage: 229	99% teacher approval, 99% student approval
Sherlock Get My Interns	CTACE	Supplemental	2024	2024-2028	$5,000.00	$5,000.00	Number of teachers who have accessed or actively used the platform: 33 Number of students who have accessed or actively used the platform: 501 Careers Launched: Frequency of use (such as logins, sessions, time spent, or other available usage metrics): Official Student Internship Placements: 107 Positions in the platform: 161 Internship Providers: 24	ROI via this platform is measured through work-based learning/summer employment. Over the last two years, we have had over 300 students receive summer internships through this portal.

Brigance Online Management	Early Childhood Education	Core	2016	In Process	$500.00	$500.00	Number of staff who have accessed or actively used the platform: 20 potential users; Student usage: N/A	Online add on to paper-based assessments. To provide a comprehensive picture of a child's development, identify strengths and needs, plan individualized instruction, and monitor progress in Early Head Start.
ChildPlus	Early Childhood Education	Core (data management software)	2021	2025-2027	$88,000.00	$47,520.00	Number of staff who have accessed or actively used the platform: 573 potential users; Student usage: N/A	The ChildPlus data management software enables Head Start and VPK programs to collect and monitor student information and service area data
Creative Curriculum Cloud & Creative Curriculum Cloud for Infants, Toddlers and Twos	Early Childhood Education	Core	2020	2025-2027	$178,548.50	$147,495.00	Number of staff who have accessed or actively used the platform: 230 potential users; Student usage: N/A	92% of 4-year-old children enrolled in Head Start and VPK met or exceeded age-appropriate developmental progressions in early literacy and pre-algebraic concepts as measured by early childhood assessments.
e-DECA 2.0	Early Childhood Education	Core	2017	In Process	$9,003.00	$9,003.00	Number of staff who have accessed or actively used the platform: 180 potential users; Student usage: N/A	Used to identify and provide Tier 2 and Tier 3 interventions for children scoring a concern in identified areas to promote wellness and resiliency.
Evenly Odd, Inc. d/b/a KNACK	Early Childhood Education	District Use Only: Core (data management software)	2024	2024-2027	$33,000.00	$38,115.00	Number of staff who have accessed or actively used the platform: 320 potential users; Student usage: N/A	100% of families applying to the VPK Program will be able to complete an application using this data management software. As a result, ECE staff will be able process applications and enroll children.
PowerSchools (Performance Matters)	Educational Assessment, Analysis & Research	Supplemental	2025	8-2-2024 to 7-31-2027	$5,193,531.41 (3 Year)	$1,731,177.14	For the 2025-26 school year, 678,349 reporting sessions which includes every time a staff member accesses the platform, 2,595 assessments created by classroom teachers, school staff, or district staff.	Satisfaction surveys will go out to schools at the end of the contract term. Usage metrics will be provided at the end of the contract term.

iReady	Elementary Learning	Supplemental/ Instructional Tech	2021	2024–2026	$3.5M	$3,800,000.00	ELA Student Weekly Usage on Personalized Instruction (minutes)- K- 43, 1st- 49, 2nd- 52, 3rd- 55, 4th- 51, 5th- 47 Math Student Weekly Usage on Personalized Instruction (minutes)- K- 39, 1st- 42, 2nd- 43, 3rd- 45, 4th- 47, 5th- 47	80% (1074/1219) of teachers rated the impact that iReady has on student achievement as either Highly Effective or Effective. 86% (1132/1219) of teachers would like to have iReady in their classrooms for the 2026-2027 school year.
Progress Learning	Elementary Learning	Supplemental	2024	2025-2028	$530,000.00	$530,000.00	For the 2025-2026 school year, K-5 teachers logged into Progress Learning 345,906 times. Kindergarten students logged in 196,602 times, Grade 1 students logged in 390,415 times, Grade 2 students logged in 572, 907 times, Grade 3 students logged in 699, 695 times, Grade 4 students logged in 852, 266 times and Grade 5 students logged in 1,544,838 times. Teachers created 65,813,738 assignments. K-5 students spent a total of 57,086,659.46 minutes within the Progress Learning platform.	25-26 5th grade science increase from 57% to 65% proficiency
Reading Horizons	Elementary Learning	Supplemental	2022-2023 The District had an initial District Wide implementation purchase.	10/17/2023-7/31/2026	2022-2023 $1,049,865 2023-2026 $80,000 From school purchases	This is not a district wide purchase at this point therefore there is no set annual cost. The cost depends upon schools deciding to purchase additional materials.	According to FOCUS, 49 schools are using Reading Horizons as an intervention.	Continued approval will ensure that elementary schools have access to Reading Horizons as an evidence-based intervention aligned to Florida Rule 6A-6.053 and the District's Comprehensive Evidence-Based Reading Plan (CERP).

SIPPS (Collaborative Classroom)	Elementary Learning	Supplemental	2022-2023 The District had an initial District Wide implementation purchase.	7/22/2025-6/31/2026	2022-2023 $2,055,472 2023-2026 $10,000 from school purchases	This is not a district wide purchase at this point therefore there is no set annual cost. The cost depends upon schools deciding to purchase additional materials.	According to FOCUS, 64 schools are using SIPPS as an intervention.	Continued approval will ensure that elementary schools have access to SIPPS as an evidence-based intervention aligned to Florida Rule 6A-6.053 and the District's Comprehensive Evidence-Based Reading Plan (CERP).
Canvas Learning Management System	Instructional Innovation & Digital Learning	Core	2024	2024-2027	$1,488,357.92	$1,575,704.00	August 2025 to June 2026 - Courses concluded with activity 14,781.	August 2025-June 2026 Data: 14,781 courses with activity and 151,395 students enrolled in published or concluded courses. 5,346 teachers. 584 million+ interactions.
Turnitin	Instructional Innovation & Digital Learning	Core	2024	April 2024-April 2027	$182,094.00	$183,398.00	This is the district's only plagirism detection software and we are required to identify a plagirism tool to meet the Cambridge International Program requirements. The tool ensures that students' submissions are original works and teachers and schools are equipped with plagiarism detection software. 34,408 launches and 5,478 unique users district wide in 2024-2025 school year. 169,985 launches and 15,877 unique users district wide in 2025-2026 school year.	34,408 launches and 5,478 unique users district wide in 2024-2025 school year. 169,985 launches and 15,877 unique users district wide in 2025-2026 school year.

Beanstack/Zoobean	Instructional Innovation & Digital Learning	Supplemental	2021	July 1, 2026 - June 30, 2029	$74,439.00	$40,021.00	From January 1, 2023- December 31, 2023, Books Read 506,591, Minutes Read 10,738,337, Earned Badges 601,930, and Students 23,027. January 1, 2024 – December 31, 2024 - Books Read 602, 617, Minutes Read 13,304,443, Earned Badges 915, 420, and Students 39, 210. January 1, 2025 – December 31, 2025 - Books Read 663,993, Minutes Read 35,198,057, Earned Badges 984,204, and Students 56,835	Over 28 million minutes read districtwide; Survey results from the 2026 survey indicate that: A majority of responding educators reported using Beanstack in their classrooms or media programs, demonstrating practical integration into instruction and reading initiatives. 75% of respondents expressed interest in continued or future use of Beanstack, reflecting strong confidence in the platform's instructional value and usability. Overall satisfaction ratings ranged from 4.3 out of 5, indicating high levels of approval among end users responsible for implementation and student support
Follett/Textbooks/Destiny	Instructional Innovation & Digital Learning	Supplemental	2024	2024-2027	$278,134.00	$464,172.00	Destiny Resource Manager is a comprehensive system that streamlines the management and tracking of District resources so that SBBC can buy what is needed, share what SBBC has, and re-purpose what remains. The system will help SBBC optimize resource sharing by managing District resources with greater efficiency and accuracy, reducing purchasing redundancies by establishing an accurate inventory baseline, consolidating reporting processes, and distributing reports easily throughout the District to inform budgeting,	Catalog materials and resources. Over 1.9 million books checked out district wide in 2025-2026 school year

							purchasing, and inventory decisions. Usage trends: 2023-2024 - 1,260,327 Books checked out; 2024-2025 - 1,906,522 Books checked out ; and 2025-2026- 1,994,719 Books checked out	
Gale/Cengage	Instructional Innovation & Digital Learning	Supplemental	2023	2023-2026	$220,050.00	$173,494.85	Gale database usage trends: 2023 – 2024 - 175,530 searches; 2024-2025 - 269,259 searches; and 2025-2026 - 277,895 searches	Survey results from the 2026 survey indicate that: • A majority of responding educators reported using Gale databases in their classrooms or media programs, demonstrating practical integration into instruction and research initiatives. • 72% of respondents expressed interest in continued or future use of Gale databases, reflecting strong confidence in the platform's instructional value and usability. • Overall satisfaction ratings ranged from 4.5 out of 5, indicating high levels of approval among end users responsible for implementation and student support. Beyond survey responses and usage metrics, educators' adoption and promotion of the platform has resulted in enhanced student engagement.

PebbleGo Next Capstone	Instructional Innovation & Digital Learning	Supplemental	2024	2024-2027	N/A	$161,688.00	PebbleGo Next resources provide compliance with the Citizens Concerned About Our Children Settlement Agreement and support the B.E.S.T. Standards. As determined by PebbleGo Next's usage trends: 2024-2025 - 190,329 articles opened (17,769 books opened) and 2025-2026 - 289,272 articles opened (28,860 books opened)	190,329 articles opened district wide in 2024-2025 school year
Sora/OverDrive	Instructional Innovation & Digital Learning	Supplemental	2021	July 1, 2026 - June 30, 2029	$50,000.00	$125,000.00	Sora provides extensive support to school libraries by offering a comprehensive digital reading platform that enhances educational experience for students, teachers, and administrators. Usage trends: 2023-2024 - 529,438 minutes read (31,819 books opened); 2024-2025 - 1,076,258 minutes read (83,154 books opened); and 2025-2026 - 2,228,081 minutes read (220,650 books opened)	Survey results from the 2026 survey indicate that: • A majority of responding educators reported using Sora in their classrooms or media programs, demonstrating practical integration into instruction and reading initiatives. • 73% of respondents expressed interest in continued or future use of Sora, reflecting strong confidence in the platform's instructional value and usability. • Overall satisfaction ratings ranged from 4.4 out of 5, indicating high levels of approval among end users responsible for implementation and student support. Total Activity Holds Checkouts Spent ROI (per checkout) Elementary 205,617 88,778 $63,640 $0.37 Middle 3,961 557 $13,073 $3.84 High 10,113 1,306 $22,951 $2.61

Canvas Credentials	Instructional Innovation & Digital Learning	District Use Only: Noninstructional Tech	2025	2025-2026	N/A	$48,425.00	Canvas is the district's Learning Management System (LMS)	New, non-renewed.
Edcredible	Instructional Innovation & Digital Learning	District Use Only: Noninstructional Tech	2024	2024-2027	N/A	$165,557.00 for 3 years	This is a district operational program. EdCredible gives the District staff access to real-time data for the purpose of evaluating and reviewing instructional materials with fidelity. This program streamlines the adoption process, saving time for staff to analyze data and make informed decisions based on unbiased reviews.	Utilized to operate the World Languages Adoption for the 2025-2026 school year. Instructional Materials Leadership Team (IMLT) and District Instructional Materials Review Committee (DIMRC) accessed state rubric related reviews and entered comments, which were then discussed openly in the public meetings for the reviews, before being brought before the school board on June 9, 2026.
¡Listos! (Levels A-F) (Vista Higher Learning)	Instructional Innovation & Digital Learning (Bilingual/ESOL)	Core	2026-2027	2026-2031	5 year Adoption (New)	$5,424,159.00	Core Curriculum with an online version - no utilization data available.	Online textbook. Elementary Spanish new adoption year.
Cengage (Math)	Instructional Innovation & Digital Learning (Bilingual/ESOL)	Core	2022	2022-2027	5 year Adoption	$1,989,296.00	Core Curriculum with an online version - no utilization data available.	Selective Core Instructional Materials for Mathematics
Benchmark Adelante	Instructional Innovation & Digital Learning (Bilingual/ESOL)	Core	2021	2025	5 year Adoption	$152,712.00	Core Curriculum with an online version - no utilization data available.	Online textbook. Core Instructional Materials for Bilingual/ESOL
D'accord! (Vista Higher Learning)	Instructional Innovation & Digital Learning (Bilingual/ESOL)	Core	2026-2027	2026-2031	5 year Adoption (New)	$96,479.00	Core Curriculum with an online version - no utilization data available.	Online textbook. Pre AICE/Pre IB French and AICE/IB French Core Instructional Materials for Bilingual/ESOL
Descubre (Vista Higher Learning)	Instructional Innovation & Digital Learning (Bilingual/ESOL)	Core	2026-2027	2026-2031	5 year Adoption (New)	$156,727.00	Core Curriculum with an online version - no utilization data available.	Online textbook. PreAICE/Pre IB Spanish
Descubre (Vista Higher Learning)	Instructional Innovation & Digital Learning (Bilingual/ESOL)	Core	2026-2027	2026-2031	5 year Adoption (New)	$211,821.00	Core Curriculum with an online version - no utilization data available.	Online textbook. AICE/IB Spanish
Galería (Levels A-C) (Vista Higher Learning)	Instructional Innovation & Digital Learning (Bilingual/ESOL)	Core	2026-2027	2026-2031	5 year Adoption (New)	$315,203.00	Core Curriculum with an online version - no utilization data available.	Online textbook. Spanish for Spanish Speakers 1-3 (Regular & Honors) Core Instructional Materials for Bilingual/ESOL

Reporters (Klett World Language)	Instructional Innovation & Digital Learning (Bilingual/ESOL)	Core	2026-2027	2026-2031	5 year Adoption (New)	$528,202.00	Core Curriculum with an online version - no utilization data available.	Online textbook. M/J Spanish Beginning (regular & advanced)
Reporters: Francophones (Klett World Language)	Instructional Innovation & Digital Learning (Bilingual/ESOL)	Core	2026-2027	2026-2031	5 year Adoption (New)	$81,345.00	Core Curriculum with an online version - no utilization data available.	Online textbook. M/J French Beginning (regular & advanced)
SAVVAS iLIT ELL	Instructional Innovation & Digital Learning (Bilingual/ESOL)	Core	2021	2021-2026	5 year Adoption	$1,760,051.00	Core Curriculum with an online version - no utilization data available.	Instructional Materials for ELA
Senderos (Vista Higher Learning)	Instructional Innovation & Digital Learning (Bilingual/ESOL)	Core	2026-2027	2026-2031	5 year Adoption (New)	$2,764,292.00	Core Curriculum with an online version - no utilization data available.	Online textbook. Spanish 1-4 (Regular & Honors)
Yabisi (Vista Higher Learning)	Instructional Innovation & Digital Learning (Bilingual/ESOL)	Core	2019	2026-2031	5 year Adoption (New)	$28,012.00	Core Curriculum with an online version - no utilization data available.	Online textbook. M/J Spanish for Spanish Speakers, Beginning (Regular & Advanced)
Zhēn Bàng! (Carnegie Learning)	Instructional Innovation & Digital Learning (Bilingual/ESOL)	Core	2026-2027	2026-2031	5 year Adoption (New)	$8,471.00	Core Curriculum with an online version - no utilization data available.	Online textbook. M/J Chinese, Beginning
Zhēn Bàng! (Carnegie Learning)	Instructional Innovation & Digital Learning (Bilingual/ESOL)	Core	2026-2027	2026-2031	5 year Adoption (New)	$78,752.00	Core Curriculum with an online version - no utilization data available.	Online textbook. M/J Chinese, 1-4 (Regular & Honors)
Benchmark Advance	Instructional Innovation & Digital Learning (Elementary Learning)	Core	2021	2021-2026 (paid in 2021)	5 year Adoption	$12,876,238.00	Number of teachers who have accessed or actively used the platform: 33 Number of students who have accessed or actively used the platform: 501 Careers Launched: Frequency of use (such as logins, sessions, time spent, or other available usage metrics): Official Student Internship Placements: 107 Positions in the platform: 161 Internship Providers: 24	Core Instructional Materials for Science

Gallopade	Instructional Innovation & Digital Learning (Elementary Learning)	Core	2023	2024-2029	5 year Adoption	$5,012,462.00	For the 2025-26 school year, 678,349 reporting sessions which includes every time a staff member accesses the platform, 2,595 assessments created by classroom teachers, school staff, or district staff.	Core Instructional Materials for Science
HMH Read 180	Instructional Innovation & Digital Learning (Elementary Learning)	Core	2021	2021-2026	5 year Adoption	Bundled with Adoption	ELA Student Weekly Usage on Personalized Instruction (minutes)- K- 43, 1st- 49, 2nd- 52, 3rd- 55, 4th- 51, 5th- 47 Math Student Weekly Usage on Personalized Instruction (minutes)- K- 39, 1st- 42, 2nd- 43, 3rd- 45, 4th- 47, 5th- 47	Core Instructional Materials for ELA
SAVVAS enVision	Instructional Innovation & Digital Learning (Elementary Learning)	Core	2022	2022-2027	5 year Adoption	$15,356,980.50	For the 2025-2026 school year, K-5 teachers logged into Progress Learning 345,906 times. Kindergarten students logged in 196,602 times, Grade 1 students logged in 390,415 times, Grade 2 students logged in 572, 907 times, Grade 3 students logged in 699, 695 times, Grade 4 students logged in 852, 266 times and Grade 5 students logged in 1,544,838 times. Teachers created 65,813,738 assignments. K-5 students spent a total of 57,086,659.46 minutes within the Progress Learning platform.	Core Instructional Materials for Social Studies
Discovery Core	Instructional Innovation & Digital Learning (Elementary and Secondary Learning)	Core	2025	2025-2030	5 year Adoption	$15,458,816.00	Core Curriculum used by all teachers and students	Core Support Instructional Materials for ELA

Science Adoption	Instructional Innovation & Digital Learning (Elementary and Secondary Learning)	Core	2025	2025-2030	30 million paid in 2025	$30,000,000.00	Core Curriculum used by all teachers and students	Core Instructional Materials for Mathematics
Bedford, Freeman and Worth	Instructional Innovation & Digital Learning (Secondary Learning)	Core	2022	2022-2027	5 year Adoption	$295,741.00	Core Curriculum used by all teachers and students	Core Instructional Materials for Advanced Placement Courses
Cengage (Social Studies)	Instructional Innovation & Digital Learning (Secondary Learning)	Core	2023	2024	5 year Adoption	$13,184,379.00	Core Curriculum used by all teachers and students	Core Instructional Materials for Social Studies
HMH Into Literature	Instructional Innovation & Digital Learning (Secondary Learning)	Core	2021	2021-2026	5 year Adoption	$15,000,000.00	Core Curriculum used by all teachers and students	Core Instructional Materials for ELA
HMH The Code	Instructional Innovation & Digital Learning (Secondary Learning)	Core	2021	2021-2026	5 year Adoption	Bundled with Adoption	Core Curriculum used by all teachers and students	Core Support Instructional Materials for ELA
Savvas enVision	Instructional Innovation & Digital Learning (Secondary Learning)	Core	2022	2022-2027	5 year Adoption	$15,356,980.50	See ROI	Core Instructional Materials for Mathematics
Digital Mathematics Curriculum Program (IMACS) FY21-131	Secondary Learning	core	2013-2014	2025-2027	$49,000.00	$98,000.00	Students: 225	Analyzing data from the 2023-2024 school year, 91% (61/67) of students previously completed the EMF program and received a grade of B or higher while enrolled in Calculus (Advanced Placement Calculus AB or Dual Enrollment Calculus via the University of Florida) in 9th grade.
Albert	Secondary Learning	Supplemental	2022	2025-2026	$120,000.00	$135,000.00	Active teachers: 190; Active students; 9,755	The teacher interest survey indicates that one hundred percent (100%) (30/30) of secondary teachers surveyed

								would like to use this resource in their classroom.
Edmentum/Courseware	Secondary Learning	Supplemental	2021	2025-2026	$485,700.00	$315,000.00	Teachers: 294 Active; 3,638 students	Funds used for both district purchases and school purchases. For the 2025-2026SY to date (as of June 16, 2026), 3,638 active students have completed a total of 4,232 courses through Edmentum.
Khan Academy	Secondary Learning	Supplemental	2026	2026-2027	$0.00	$0.00	Khan Academy usage - Grades 6-8: 11,342 students; Grades 9-12: 20,000 students Khanmigo usage - Grades 6-8: 7,708 students; Grades 9-12: 6,041 students	The use of Khan Academy and Kahnmigo began in Feb of 2026
Kognity	Secondary Learning	Supplemental	2023	2025-2026	$21,000.00	$81,000.00	Kognity is 2 schools (Miramar HS and Deerfield Beach HS) and all IB diploma students and teachers at those schools.	IB Biology is offered in the IB Diploma program at the four district IB high schools; Boyd Anderson, Deerfield Beach, Miramar, and Plantation. Deerfield Beach HS, Miramar HS, and Plantation HS through the use of Kognity showed a 26% increase in their IB Biology pass rate during the past two years over the non-user school.
Nearpod	Secondary Learning	Supplemental	2022	24-25	$999,202.00	$350,000.00	1,427 Teachers with at least one engaged student and 43,693 Students with any IXL activity (Time > 0 or Skills > 0)	93,272 sessions launched and 3,294,059 activity submissions.
Prisms	Secondary Learning	Supplemental	2023	2025-2026	$4,768,600.00	$2,230,080.00	Teachers; 343; Students: 23,692	• The continued use of Prisms of Reality to support student engagement and access to standards-aligned immersive learning experiences in mathematics and science.• 97% (307 of 315) of teachers who were formally trained in Prisms VR have actively implemented the instructional model with students. • 22,621 middle school and selected

								high school students have been actively engaged in learning math and science concepts through Prisms VR over the past five months. • Since October 2025, schools have received a total of 375 coaching days to support Prisms VR implementation • 110 unique standards-based modules have been implemented.
IXL	Secondary Learning	Supplemental	2022	2025-2027	$153,000.00	$350,000.00	1,427 Teachers with at least one engaged student and 43,693 Students with any IXL activity (Time > 0 or Skills > 0)	Analysis suggest a significant difference in mean scale score between the IXL students and non-IXL students on the Florida Assessment of Student Thinking (FAST) PM3 Mathematics assessment in SY 2024-2025 for grade 6 (+.97), grade 7 (+2.05), and grade 8 (+3.75) on the FAST PM 3 Mathematics assessment and the Algebra 1 End of Course (EOC) for 7th grade students who participated in IXL (+3.04).

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-12.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

AGR27-009 – Supplemental Software (Kognity USA)

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Kognity, USA, with budget authority in the amount of $20,300. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Agreement

FINANCIAL IMPACT:

$20,300. Funding is included in Deerfield Beach High School and Miramar High School budgets.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 4: College & Career Readiness **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jul 14, 2026

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

AGR27-009 – Supplemental Software (Kognity USA)

Board Meeting Date: July 28, 2029

Requested Action:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Kognity, USA, with budget authority in the amount of $20,300.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• Schools will be able to purchase this resource to provide supplemental resources, including textbook-aligned, digital content and assessment support for International Baccalaureate (IB) students in grades 6-12.
If the School Board votes "No"	• Schools will not be able to purchase this resource to provide supplemental resources for IB students in grades 6-12.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 4: College & Career Readiness
Measurable Outcome(s)/Return on Investment	• Kognity is a flexible, IB-aligned resource that supports both teaching and learning across subjects while eliminating the need for traditional textbooks, resulting in cost savings. It is used differently across disciplines, which is why a full license is essential to meet varied instructional needs. • The purchase of Kognity licenses is justified by its cost efficiency, alignment to IB standards, support for teacher development, and measurable impact on student achievement, as noted in the table below.

Broward County Public Schools' Kognity Performance Data

	Kognity users pass rate	Kognity non-users pass rate
IB Theory of Knowledge	84%	37%
IB Biology Exams	67%	0%

	IB Mathematics Exams	34%	0%
	% of IB Diplomas Earned by IB Candidates	52%	0%

Background/History

The Agreement between Kognity US, Inc. and SBBC will provide IB high school students with high-quality online, curriculum-aligned content, analytics, and assessment practice that can be used to supplement IB instruction. This agreement will allow IB teachers to assign IB-aligned content, create high-leverage assignments, tailor their teaching to individual needs, plan lessons, and elevate learning.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method

This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	August 1, 2026, through July 31, 2027.
Multi-Year Agreement:	No.
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Pursuant to Purchasing Policy 3800, Section III (D), and Rule 6A-1.012(11)(b), Florida Administrative Code, competitive solicitations are not required for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency, or a recognized educational institution.

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:
1. Funding is included in Deerfield Beach High School and Miramar High School budgets.

New/Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
8/1/2026 - 7/31/2027	12 months	$20,300

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
FY27	11 months	School Budgets	$20,300	Y

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY28	1 month	School Budgets	$0

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	All IB high schools will have the opportunity to create a Kognity USA, Inc. account and have access to all IB subject area content through the license for each school.
School Selection /Prioritization	All IB high schools.
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Engagement included: • The following high school principals were surveyed and have committed to purchase the following number of Kognity licenses: o Deerfield Beach: 70 o Miramar: 75 • 100% of teachers surveyed who are using Kognity reported positive impacts on student performances on their IB exams and assignments.

Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Agreement

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	AGR27-009	**Preparation Date:**	June 5, 2026
Previous Bid # (Ex: 10-004R):	FY24-023	**Buyer/PA:**	DAISY CHENTES-HERNANDEZ
New Bid Award Total:	$20,300	**Bid Title:**	Supplemental Software (Kognity)
Previous Award Total:	$189,270		
Bid Type:	REPLACEMENT BID		
Previous Bid Term (Start Date):	10/17/2023	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	7/31/2026	**# of Months Into Bid:**	32

SPEND REPORTING	
Purchase Order(s) Spend:	$55,070
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$55,070**
Average Monthly Expenditure:	$1,721
Unused Authorized Spending:	**$134,200**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
131193-KOGNITY AB	N/A		$ 55,070
	PO VENDOR SPEND:		**$ 55,070**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 55,070**

NOTES (Type Below): This Agreement is for Various School and Department Budgets.

Certification Types*

Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	**See Notes**	**Name** (First & Last)	Guy Barmoha
Fund		**Title**	Director
Functional Area		**Department/School Name**	Secondary Learning
Commitment Item		**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	Prepared on:	6/4/2026

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC" or "District"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

KOGNITY USA, INC.
(hereinafter referred to as "VENDOR"),
a Delaware corporation,
whose principal place of business is
263 Shuman Blvd. Suite 145, Naperville, IL 60563

A. **WHEREAS**, VENDOR supplies a supplemental software, that offers high-quality, curriculum-aligned learning and teaching content, assessment and data driven teaching insight for the IB Diploma Program;

B. **WHEREAS**, SBBC is a Florida school district ("District") and desires to provide VENDOR's supplemental software to its students enrolled in the IB Diploma Program; and

C. **WHEREAS**, pursuant to the Department of Education, Rule 6A-1.012(11)(b), Florida Administrative Code, as authorized by Section 1010.04(1)(a) and (4)(a), Florida Statutes, and School Board Policy 3800, the requirement for requesting competitive solicitation for commodities or contractual services from three (3) or more sources is hereby waived for SBBC's purchase of educational services and any type of copyrighted material including computer software.

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

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences on August 1, 2026 ("Effective Date"), and concludes on July 31, 2027, unless terminated earlier pursuant to the Termination section of this Agreement. There shall be no automatic renewals of the Agreement. However, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, may be extended for two (2) additional one (1) year periods.

2.2 **VENDOR Responsibilities**. VENDOR shall provide SBBC with annual subscriptions to access VENDOR's software platform ("Services") for use by SBBC students, teachers, and administrators.

2.4 **VENDOR and SBBC Responsibilities**. VENDOR shall provide the Services, and SBBC shall access and use the Services in accordance with the terms and conditions of this Agreement and those set forth in **Attachment A** - VENDOR STANDARD SUBSCRIPTION AGREEMENT TERMS. In the event of any conflict or inconsistency between this Agreement and **Attachment A** - VENDOR STANDARD SUBSCRIPTION AGREEMENT TERMS, the terms of this Agreement shall prevail.

2.5 **SBBC's Responsibilities**. SBBC shall provide accurate and complete information necessary for account provisioning, ensure that its users comply with the terms of use applicable to the Services as set forth in **Attachment B** - TERMS OF USE, maintain appropriate internet connectivity and compatible devices necessary to access the Services, and promptly notify VENDOR of any suspected security incidents or unauthorized access relating to the Services. In the event of any conflict or inconsistency between this Agreement and **Attachment B** - TERMS OF USE, the terms of this Agreement shall prevail.

2.6 Per Student Cost. VENDOR offers a per student price for its subscription(s) as described below, with no current option for a per site cost structure. All pricing is for a period of twelve (12) months on a rolling subscription basis and the below pricing already includes a discount for state/public schools (the fees are exclusive of applicable taxes, levies, or any similar duty of any nature). No fees will be charged for teacher or administrative user accounts. VENDOR may also from time to time provide reasonable product training options free of charge in relation to the Services.

2.6.1 Pricing: August 1, 2026, to July 31, 2027: $140/student per 12-month subscription

2.7 **Payment**.

2.7.1 Any District school or department within SBBC may elect to purchase software Services on the terms of this Agreement by contacting the VENDOR. The requesting District

school shall request a quote from VENDOR (with same quote being based upon the costs listed within this Agreement), that shall be used to create a valid requisition. The user number set out in such requisition will be final and not subject to any reduction during the relevant subscription period (i.e. twelve (12) month period) and there will be no right of refund, whether due to reduction in user numbers or non-use of the Services. The District department or District school creating the valid requisition for selected Services will be responsible for all costs related to said requisition, and any such order will be subject to that District department or District school entering into a VENDOR order form for said Services.

2.7.2 SBBC will provide VENDOR with a valid purchase order via United States First Class mail or commercial overnight document delivery service, and/or by electronic means, using VENDOR's contact information designated in Section 2.17 (if delivery via email is preferred by VENDOR, and would result in faster response and processing, VENDOR shall specify the appropriate email address for submission of the purchase order in its quote).

2.7.3 VENDOR shall seek all payment from the respective District department or District school that created the valid requisition. In case of late payment, the VENDOR reserves the right to, without prejudice to any other recourse or remedy under applicable law, terminate or restrict user access to the Services until such amount has been settled in full (for the sake of clarity, such termination or restriction may, at VENDOR's discretion, affect also other subscriptions pertaining to SBBC).

2.7.4 The respective District departments or District schools shall pay all proper and appropriate VENDOR invoices within sixty (60) calendar days after receipt of the same invoice. District departments and District schools should remit payment to the VENDOR's address in this Agreement. Invoiced amounts must exclude all taxes, levies, or duties of any nature. Unless otherwise agreed in writing in relation to a valid requisition, the VENDOR will invoice the relevant district school or district department in full for the amount of subscriptions requested at the start of the relevant subscription period.

2.7.4 VENDOR shall submit all invoices to the following address:

The School Board of Broward County, Florida
Accounting and Financial Reporting Department
Attn: Accounts Payable
600 S.E. 3rd Avenue, 7th Floor
Fort Lauderdale, Florida 33301

2.8 **SBBC Disclosure of Education Records**.

2.8.1 SBBC employees will provide VENDOR with the education records listed in this section for the following purposes:

2.8.1.1 To provide District students with access to VENDOR's interactive teaching and learning platform (including all related books, curriculum content, assessment materials, documentation, guides, and other materials made accessible), including for product improvement , and related support.

2.8.1.2 To enroll the District students with user accounts and enforcing District student access and security controls (including system audits and issue detection).

2.8.1.3 To allow VENDOR and the relevant district department or district school to track progress data and the scores of assignments taken by the district students for personalized teaching.

2.8.1.4 To research, develop and improve educational sites, services and applications, and to demonstrate the effectiveness of the program.

2.8.2 SBBC employees will provide VENDOR with the following District student education records, via SBBC's integration system:

2.8.2.1 District student First Name and Last Name

2.8.2.2 District student Email address

2.8.2.3 District student's School Name

2.8.2.4 Class Roster that the District students are enrolled in (including year of graduation and teacher)

2.8.3 In addition to the education records being provided in this section by SBBC employees, District students will input the following information into VENDOR's online platform: progress data such as internal school-based assignments. VENDOR shall comply with the Children's Online Privacy Protection Act of 1998 (COPPA), 15 U.S.C. 6501-6505, and its corresponding Children's Online Privacy Protection Rule, 16 CFR Part 312. In instances where District students under the age of thirteen (13) years enter personally identifiable work and information into VENDOR's online platform, or when VENDOR engages in passive tracking of children's personal information, SBBC shall obtain written verifiable consent from each District student's parent/guardian as required by COPPA.

2.8.4 FERPA Exception to Consent. VENDOR is considered a "school official" with a legitimate educational interest to receive the aforementioned types of information from SBBC student education records for the purposes listed above. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the District parent or District student age eighteen (18) or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

2.8.5 The requirements of this section shall supersede any uses and disclosures of education records, or the like, as listed in VENDOR's privacy policies, and VENDOR's Terms of Use, if any.

2.9 **VENDOR Safeguarding the Confidentiality of Education Records**.

2.9.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.9.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each District student or a District student age eighteen (18) or older whose education records are to be shared provides prior written consent for their release; and

2.9.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.9.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.9.1.5 VENDOR may retain for the term of this Agreement, de-identified data that cannot in any way be used to identify any District student, SBBC teacher, user, or SBBC. VENDOR may use aggregated and de-identified data for product development, research, and service improvement purposes in accordance with applicable law and in accordance with SBBC policy for the term of this Agreement.

2.9.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.2.1 Ensure that, at all times, all of VENDOR's employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to VENDOR's employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of VENDOR's employees to SBBC upon request; and

2.9.2.2 Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

2.9.2.3 Notify SBBC's IT Security Assistant Director immediately, but no later than seventy-two (72) hours, upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.9.2.4 Fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

2.9.2.5 Prepare and distribute, at VENDOR's own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.9.2.6 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

2.9.2.7 Provide SBBC with the name and contact information of VENDOR's employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

2.9.2.8 Purge education records from any media once the media is no longer in use or is to be disposed; and

2.9.2.9 Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party

contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.9.3 Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

2.9.4 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.10 **SBBC Disclosure of Employee Records**.

2.10.1 SBBC employees will provide VENDOR with the employee records listed in this section for the following purposes:

2.10.1.1 To provide SBBC teachers and administrators with access to VENDOR's content and assessment options, as well as to District student performance data and insights in order to personalize teaching, including improving the Services, and providing related support services

2.10.1.2 2 To create user accounts for SBBC teachers and administrators and enforcing access and security controls (including system audits and issue detection)

2.10.1.3 3 To allow the SBBC teacher to build assignments and store those assignments for the SBBC teacher to access later or to share with other SBBC teachers within the single site user accounts.

2.10.1.4 4 To allow the SBBC teacher to access grades and other insights on District students' grades and performance

2.10.2 SBBC employees will provide VENDOR with the following SBBC employee records, via SBBC's integration system:

2.10.2.1 SBBC Teacher First and Last Name

2.10.2.2 SBBC Teacher Email address

2.10.2.3 SBBC Teacher's School Name

2.10.2.4 Courses Taught

2.10.3 In addition to the SBBC employee records being disclosed in this section by SBBC staff, VENDOR will also have access to work and information input by SBBC employees in VENDOR's online platform:

2.10.3.1 the details of assignments that are created using VENDOR's content and assessment options,

2.10.3.2 the list of District students in each class taught by the SBBC teacher

2.10.3.3service usage information such as login dates and account changes in order to provide correct access and functioning of user accounts.

2.10.4 The requirements of this section shall supersede any uses and disclosures of education records, or the like, as listed in VENDOR's privacy policies, and VENDOR's Terms of Use, if any.

2.10.5 SBBC shall make reasonable best efforts to ensure that any SBBC employee records provided to the VENDOR are true, accurate and complete, and are kept as such at all times, and SBBC shall not provide any information that it is not permitted to provide under law, regulation or contract or that would require the VENDOR to undertake separate measures, such as obtaining user consent.

2.11 **VENDOR Safeguarding the Confidentiality of Employee Records**.

2.11.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.11.1.1 fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

2.11.2.2 hold the SBBC employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;

2.11.2.3 only share SBBC employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

2.11.2.4 notify SBBC's Privacy Officer within forty-eight (48) hours after discovery of a hard copy breach of confidentiality of employee records by telephone at 754-

321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.11.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.11.2.1protect SBBC employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the SBBC employee's records and information;

2.11.2.2 notify SBBC's IT Security Assistant Director within forty-eight (48) hours after discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

2.11.2.3 prepare and distribute, at VENDOR's own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

2.11.2.4 be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

2.11.3 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.12 **VENDOR Re-Disclosure of SBBC Education Records and Employee Records**. VENDOR will re-disclose the SBBC education records and SBBC employee records listed in this Agreement to the following recipients:

Recipient	Purpose/function
84codes AB - RabbitMQ	Hosting
Amazon Web Services EMEA SARL	Hosting
Atlassian Pty Ltd - JIRA	Internal records
Braze, Inc.	User communications
Cloudflare, Inc.	Platform resilience

Cloudling Limited - HelpHero	Teacher tutorial
Datadog, Inc.	Hosting
Edlink API Inc.	Rostering (optional)
Fivetran, Inc.	Data ingestion
Functional Software, inc. - Sentry	Hosting
Google Cloud EMEA Limited - Google Cloud Platform	Internal records/Analytics
Google Cloud EMEA Limited - Google Workspace/Gemini	Infrastructure/Analytics
Holistics Software Pte Ltd	Analytics/Business intelligence
Intercom R&D Unlimited Company	User support
LangChain, Inc.	Infrastructure
Mixpanel, Inc.	User analytics
OpenAI, L.L.C.	Infrastructure
Pickaxe LLC - Iterate	Surveys
PostHog Inc.	User analytics
SFDC Ireland Limited - Heroku	Hosting
SFDC Ireland Limited - Tableau	Analytics/Business intelligence
Twilio Inc. - Sendgrid	Email provider
Vitally, Inc	Business Intelligence

2.12.1 VENDOR will notify SBBC of any changes to the above list and maintain compliance with FERPA, COPPA, and all other applicable state law requirements, rules, and SBBC policies regarding any such changes. If SBBC has a reasonable objection for non-compliance with any of the above, or for reasons such as that the subprocessor poses a material risk to the security or confidentiality of its data, SBBC may notify VENDOR to that effect within thirty (30) calendar days after receipt of such notice. If SBBC has made such an objection, VENDOR may in its sole discretion make alternative arrangements to exclude the sub-processor from provisioning Services to SBBC even if doing so has an adverse effect on the provisioning of the Services, or terminate this Agreement in accordance with section 3.05, provided that if the exclusion has a material adverse effect on the provisioning of the Services, SBBC will also be entitled to terminate this Agreement in accordance with section 3.5.

2.13 **Third-Party Safeguarding the Confidentiality of SBBC Education Records and SBBC Employee Records**. For any and all SBBC education records and SBBC employee records that VENDOR rediscloses to any and all entities with which it contracts or utilizes ("third-parties") pursuant to the terms of this Agreement, VENDOR shall ensure that those third-parties comply with the terms of this Agreement, including but not limited to the safeguarding requirements of this Agreement. VENDOR shall take any and all responsibility for the negligent acts or omissions of any and all third-parties that it utilizes to comply with the terms of this Agreement.

2.14 **Research and Program Evaluation**:

2.14.1 Primary Investigators of program evaluation studies conducted by VENDOR that impact the daily activities of District students, District parents, or SBBC staff, OR require use of data from the same individuals must submit a Research Request to the District's Institutional Review Board (IRB) for review and approval prior to the initiation of any study-related activities. The District's IRB and Research Review Process reviews the design, procedures, and potential impact on District school and District operations to ensure the following:

2.14.1.1 the purpose, scope, limitations, and duration of study is clearly outlined;
2.14.1.2 the protection of human subjects in the research process;
2.14.1.3 SBBC education records are only used for purposes of the identified study;
2.14.1.4 SBBC education records are only used by representatives of the organization identified in this agreement; and
2.14.1.5 the safe and confidential storage and transmittal of SBBC education records.

2.14.2 The purposes of the studies to be conducted by the VENDOR are to research, develop and improve educational sites, services and applications, and to demonstrate the effectiveness of the program.

2.14.3 The administration of any surveys to students must be in compliance with the Protection of Pupil Rights Amendment (PPRA), 20 USC 1232h; 34 CFR 98).

2.14.4 The duration of study activities commenced on the date of original agreement execution and must concluded at the end of business on July 31, 2027, and must be conducted during the term of this Agreement. IF IRB renewal is necessary, it must be submitted yearly during the duration of this Agreement before expiration.

2.14.5 **VENDOR** shall destroy or return any disclosed information to SBBC when no longer needed for the purposes for which the study is to be conducted.

2.14.6 **VENDOR** shall comply with all requirements of the District's IRB and Research Review Process. Questions regarding this process may be directed to BCPS.IRB@browardschools.com.

2.15 **Assessment of Data Protection Controls**.

2.15.1 VENDOR or any of VENDOR's subcontractors with access to SBBC data shall provide an attestation stating VENDOR and/or VENDOR's subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by VENDOR or any of VENDOR's subcontractors with access to SBBC data under this Agreement. SBBC shall maintain the confidentiality of such third-party assessment, shall not disclose it to any third party, and shall, upon VENDOR's request, enter into a customary non-disclosure agreement as a condition to receiving access to such assessment.

2.15.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.15.2.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2.15.2.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.15.2.3 Ensuring District student and/or SBBC employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR's objectives while also ensuring the data is protected from unauthorized use or disclosure.

2.15.2.4 Monitoring compliance with established security controls.

2.15.3 VENDOR and/or VENDOR's subcontractors with access to SBBC data under this Agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC. SBBC shall maintain the confidentiality of such third-party assessment, shall not disclose it to any third party, and shall, upon VENDOR's request, enter into a customary non-disclosure agreement as a condition to receiving access to such assessment.

2.16 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

2.16.1 Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

2.17.2 Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice not to exceed two (2) weeks of any intended audit, inspection, examination, evaluation, and reproduction.

2.16.3 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

2.16.4 Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

2.16.5 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.16.6 Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

2.16.7 Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.17 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief Academic Officer The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To VENDOR:	Head of Account Management Kognity USA, Inc. 263 Shuman Blvd. Suite 145 Naperville, IL 60563
With a Copy to:	Head of Legal Kognity USA, Inc.

263 Shuman Blvd. Suite 145
Naperville, IL 60563

2.18 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.19 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, VENDOR, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of VENDOR under penalty of perjury stating that VENDOR does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject VENDOR to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if VENDOR is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with VENDOR's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.20 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section

287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.21 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.22 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall 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 the Agreement's term and following completion of the

Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.23 **Proprietary Information**.

2.23.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.23.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are

subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.24 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.24.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.24.2 By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

Notwithstanding any of the foregoing, in addition to any other limitations of liability set forth in this Agreement and to the fullest extent possible under applicable law, VENDOR's maximum liability due to any person, firm or corporation whatsoever arising out of or in connection with any license, use or other employment of the service, whether such liability arises from any claim based on breach or repudiation of contract, breach of warranty, negligence, tort, statutory duty, or otherwise, shall not with respect to any single incident arising out of or related to this Agreement exceed the subscription fees paid or payable by SBBC (including its schools and departments) under this Agreement in the twelve month term in which the incident giving rise to liability occurred and the VENDOR's aggregate liability arising out of or in relation to this Agreement (including any individual requisition) shall in no case exceed the total amount of subscription fees paid by SBBC hereunder, save for where such loss or damage is due to the service VENDOR's gross negligence, or willful violation of the terms of this Agreement.

2.25 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.25.1 General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 General Aggregate; and limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

2.25.2 Professional Liability/Errors & Omissions. VENDOR shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000.00 per occurrence covering any services provided under this Agreement.

2.25.3 Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000.00/$100,000.00/$500,000.00 (each accident/disease-each employee/disease-policy limit).

2.25.4 Auto Liability. VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000.00 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000.00. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: Kognity USA, Inc. does not own any vehicles. If Kognity USA, Inc. acquires any vehicles during the term of the Agreement, Kognity USA, Inc. agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

2.25.5 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.25.6 Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit VENDOR sufficient time to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

2.25.7 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.25.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.25.7.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.25.7.3 Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

2.25.8 Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.25.9 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.26 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.27 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.28 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.29 Affidavit Regarding the Use of Coercion for Labor and Services. Pursuant to Section 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and SBBC, the nongovernmental entity must provide SBBC entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.05(13), Florida Statutes. The nongovernmental entity shall attach

hereto as **Exhibit 1** an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury stating that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject the nongovernmental entity to civil penalties, attorney's fees, and/or costs. Any agreement with SBBC shall be terminated by SBBC without recourse if the nongovernmental entity is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with the nongovernmental entity's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.30 Foreign Country of Concern Attestation Form. Nongovernmental entities receiving an award under this Agreement will receive access to personal identifying information for purposes of Sections 287.138 and 501.17(g)1, Florida Statutes. Rule 60A-1.020, Florida Administrative Code, adopted Form PUR 1355, "Foreign Country of Concern Attestation Form" (the "Form") to be completed by all the nongovernmental entities that would access personal identifying information. The Form is attached hereto as **Exhibit 2** and must be executed by the nongovernmental entity and be submitted with the nongovernmental entity's executed agreement or an amendment renewing or extending an agreement. A proposed agreement or amendment submitted by a nongovernmental entity without a fully executed "Foreign Country of Concern Attestation Form" will be rejected pursuant to Section 287.138(4)(a), Florida Statutes, and will not be considered for award.

2.31 **Incorporation by Reference**. **Attachments A** and **B** and **Exhibits 1** and **2** are attached hereto and referenced herein are incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of termination for convenience by SBBC, no refunds shall be due for any fees paid or payable under this Agreement . SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement. SBBC does not waive the right to a trial by jury; agree to the payment of attorney's fees, or agree to arbitration for any disputes.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the

resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of

the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

ATTEST:

KOGNITY USA, INC

By: Brian Smith

Print Name: Brian Smith

Title: Key Account Manager

Date: 6/3/2026

Corporate Secretary Signature

-or-

Witness Signature
Print Name: _____

Witness Signature
Print Name: _____

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF New York
COUNTY OF New York

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd June 2026 (*date*) by Brian Smith (*name of officer or agent, title of officer or agent*) of Kognity (*name of corporation acknowledging*), a Illinois (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced Ohio DL # TM065157 (*type of identification*) as identification and who did first take an oath this 3rd day of June, 2026

My Commission Expires:

Signature – Notary Public

(SEAL)

DIAA MOHAMED ALFAHHAM
Notary Public - State of New York
NO. 01AL6443545
Qualified in New York County
My Commission Expires Nov 7, 2026

Diaa Alfahham
Printed Name of Notary

01AL6443545
Notary's Commission No.

260518kognityrpvrl

Exhibit 1
Affidavit Attesting to Noncoercive Conduct for Labor or Services

As a nongovernmental entity executing, renewing, or extending a contract with The School Board of Broward County, Florida ("SBBC"), the nongovernmental entity ("Entity") is required to provide an affidavit under penalty of perjury attesting that Entity does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes. As defined in Section 787.06(2)(a), Florida Statutes, coercion means: 1. Using or threatening to use physical force against any person; 2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; 3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined; 4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; 5. Causing or threatening to cause financial harm to any person; 6. Enticing or luring any person by fraud or deceit; or 7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; that the facts stated in it are true; and that the Entity does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

Name of Entity: Kognity USA, Inc.

Entity's Address: 263 Shuman Blvd. Suite 145, Naperville, IL 60563

Entity's Email Address: legal@kognity.com

Entity's Phone Number: 3303298747

Entity's FEIN: 83-3921177

Signature of Entity's Officer or Representative: Hugo Gustafsson

Printed Name of Entity's Officer or Representative: Hugo Gustafsson

Title of Entity's Officer or Representative: Head of Legal

Date: 06/03/2026

EXHIBIT 2
FOREIGN COUNTRY OF CONCERN ATTESTATION
(REVISED FORM PUR 1355)

This form must be completed by an officer or representative of a nongovernmental entity ("Entity") submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a The School Board of Broward County, Florida ("SBBC") which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C. The Entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; and that the facts stated in it are true.

Name of Entity: Kognity USA, Inc.

Entity's Address: 263 Shuman Blvd. Suite 145, Naperville, IL 60563

Entity's Email Address: legal@kognity.com

Entity's Phone Number: 3303298747

Entity's FEIN: 83-3921177

Signature of Entity's Officer or Representative: Hugo Gustafsson

Printed Name of Entity's Officer or Representative: Hugo Gustafsson

Title of Entity's Officer or Representative: Head of Legal

Date: 06/03/2026

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-13.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

AGR-FY24-161 – Destination Knowledge

REQUESTED ACTION:

Approve the First Amendment between The School Board of Broward County, Florida (SBBC), and DKMarsh, Inc., d/b/a Destination Knowledge, for a term that commences on September 1, 2026, and concludes on August 31, 2027, with budget authority in the amount of $309,784. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The First Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Original Agreement
- First Amendment
- Renewal Letter

FINANCIAL IMPACT:

$309,784. Funding for this Agreement comes from IDEA equitable proportion and is designated for parentally placed private school students.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 2: Equity

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jul 14, 2026

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

AGR-FY24-161 – Destination Knowledge

Board Meeting Date: July 28, 2026

Requested Action:
Approve the First Amendment and additional budget authority of $309,784 between The School Board of Broward County, Florida (SBBC), and DKMarsh, Inc., d/b/a Destination Knowledge, for a term that commences on September 1, 2026, and concludes on August 31, 2027.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• School Board Policy 4800: Exceptional Student Education Policies and Procedures (P&P): SBBC is required to provide specialized materials and equipment for students with disabilities when they are necessary for the student to receive a Free Appropriate Public Education (FAPE).
Statutory Requirement	• Florida Statute: F.S. § 1003.01 ensures exceptional students' access to specialized instructional materials, services, and equipment. • The Individuals with Disabilities Education Act (IDEA) specifies the provisions governing parentally placed private school students with disabilities. Destination Knowledge is a curriculum chosen to help deliver equitable services and provide targeted instructional support to eligible private school students with disabilities.
If the School Board votes "Yes"	• The First Amendment and the associated increase in budget authority will ensure that BCPS is in compliance with IDEA by providing equitable services, including instructional materials and resources, to eligible students with disabilities who are parentally placed in private schools, consistent with federal requirements. Furthermore, approval guarantees the District to remain in compliance with School Board Policy 4800 and Florida Statute 1003.01.
If the School Board votes "No"	• Without this approval BCPS will limit their ability to provide equitable services, instructional materials, and resources to eligible students with disabilities who are parentally placed in private schools, potentially resulting in noncompliance with IDEA proportionate share requirements.

Alignment to the 2027 Strategic Goals and Guardrails	• Goal 1: Early Literacy Proficiency • Guardrail 2: Equity • Guardrail 4: Accountability
Measurable Outcome(s)/Return on Investment	• Approval of this request will enable SBBC to meet its legal obligation under the Individuals with Disabilities Education Act (IDEA) to provide equitable services to students with disabilities who are parentally placed in private schools. Measurable outcomes include timely identification, evaluation and delivery of services to all eligible students. Destination Knowledge provides increased access to instructional materials and supports academic achievement, ensures access to instruction, and support measurable academic and functional growth toward Private School Service Plans goals and progress monitoring data. • The return on investment is demonstrated through maintained federal compliance, full utilization of IDEA proportionate share funds in accordance with federal requirements, avoidance of potential audit findings or financial penalties, and improved access to specialized supports that promote student participation and progress.

Background/History
SBBC will provide instructional materials and resources to district-eligible students with disabilities enrolled in private schools through the proportionate share requirements of IDEA.

Destination Knowledge supports the District's Private School Services Office in delivering equitable services to parentally placed private school students, as required under IDEA proportionate share allocations. Over the past year, the number of students accessing services in private schools has increased significantly, largely due to expanded participation in the Florida Empowerment Scholarship - Unique Abilities. As a result, the number of students evaluated and served by the District has nearly doubled over the past two years, which requires expanded service offerings, direct instruction, and instructional tools.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	Original Agreement Term: August 29, 2023, through August 31, 2026; First Amendment Term: September 1, 2026, through August 31, 2027, with two additional one-year renewal periods.

Multi-Year Agreement:	Yes, a multi-year Agreement provides operational efficiency and continuity of resources. It ensures significant cost savings and operational efficiencies. By locking in predictable pricing over several years, the District secures volume discounts for essential ESE instructional resources for students with disabilities that attend eligible private schools and access our services. Operationally, this approach dramatically reduces administrative costs and staff time associated with the annual re-bidding and contract negotiation process, ensuring the best price for critical instructional resources for student's accessing a private school service plan.
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Pursuant to Purchasing Policy 3800, (III, D) and Florida Administrative Code 6A-1.012, 11(b), and 14, which authorizes the purchase of any type of copyrighted materials, Instructional materials, and computer software without competitive solicitations.

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. Funding for this Agreement comes from the IDEA Grant's equitable proportion allocation and is designated for parentally placed private school students with disabilities.
2. This First Amendment extends the Original Agreement term from September 1, 2026, through August 31, 2027. The Agreement will continue to benefit eligible private school students attending eligible private schools throughout Broward County.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
9/1/2026 – 8/31/2027	1 year	$309,784

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
FY27	10 months	IDEA-Proportionate Share	$258,154	Y

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY28	2 months	IDEA-Proportionate Share	$51,630

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Students with disabilities will benefit from continued access to specialized materials, diagnostic tools, and direct specialized instruction required to implement students' Private School Service Plans (PSSPs). These resources directly support educators, therapists, and service providers in meeting the diverse learning and accessibility needs of students with disabilities. In addition, the district can affirm its commitment to fully comply with IDEA-Proportionate Share requirements, including the provision of equitable supplemental services and the ongoing support of students with disabilities who are parentally placed in private schools.
School Selection /Prioritization	Resources are distributed District-wide and allocated based on individual eligible student needs as specified in their PSSP's. Any private school serving students requiring specialized ESE resources will receive the necessary materials. If circumstances arise that affect the district's ability to provide equitable services across all participating private schools, the district will prioritize service delivery based on demonstrated student need in alignment with IDEA-Proportionate Share. Priority would then be given to eligible private schools with the highest proportion and/or total number of students with disabilities requiring the impacted services. This approach ensures that limited resources are allocated in a manner that addresses the most critical service needs first while maintaining compliance with IDEA requirements.
Community/ Stakeholder Engagement	Input gathered through required ongoing, timely, and meaningful consultation ensures transparency, promotes community trust, and supports the selection of high-quality instructional resources that reflect student needs.
End-User Input	Private school representatives requested instructional resources that support the educational needs of identified students with disabilities.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Agreement

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	N/A	**Preparation Date:**	June 29, 2026
Previous Bid # (Ex: 10-004R):	FY24-161	**Buyer/PA:**	BELINDA J. DEFOOR
New Bid Award Total:	$952,563	**Bid Title:**	Destination Knowledge
Previous Award Total:	$642,779		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	8/29/2023	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	8/31/2026	**# of Months Into Bid:**	34

SPEND REPORTING	
Purchase Order(s) Spend:	$642,779
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$642,779**
Average Monthly Expenditure:	$18,905
Unused Authorized Spending:	**$0**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
107465-DKMARSH INC	N/A		$ 642,779
	PO VENDOR SPEND:		**$ 642,779**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 642,779**

NOTES (Type Below): Funding comes from IDEA.

Certification Types*

Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	See Above	**Name** (First & Last)	Andrea Ciotti
Fund		**Title**	Director
Functional Area		**Department/School Name**	Specialized Instruction
Commitment Item		**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**6/28/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Mary C. Coker, Director
7720 West Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
mary.coker@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Peter B. Licata
Superintendent of Schools

September 13, 2023

DKMarsh, Inc. d/b/a Destination Knowledge
Kristine Marsh, President/Owner
8219 Snowy Egret Place
Bradenton, Florida 34202

RE: FY24-161 - Destination Knowledge

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and DKMarsh, Inc. d/b/a Destination Knowledge. This is the result of the School Board's approval on August 29, 2023, for Item 12. Full details are outlined in the Agreement.

Sincerely,

Mary Catherine Coker, Director
Procurement & Warehousing Services

MCC: bm
Attachment(s)

cc: Adriana Rodriguez, Purchasing Agent III
Ericka Stewart, Curriculum Supervisor, Exceptional Student Education
Annmarie Richards, Coordinator, Economic Development & Diversity Compliance

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2023-08-29	Special School Board Meeting
CATEGORY:	OO. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	12.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

FY24-161 - Destination Knowledge
PREVIOUSLY ITEM #6

REQUESTED ACTION:

Approve the Agreement; Contract Term: August 29, 2023 through August 31, 2026, with two additional one-year renewal periods; Award Amount: $642,779.02; Awarded Vendor: DKMarsh, Inc. d/b/a Destination Knowledge; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide.

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Agreement has been reviewed and approved as to form and legal consent by the Office of the General Counsel.

EXHIBITS:

Executive Summary
Financial Analysis Worksheet
Agreement
Vendor Exemption Form

FINANCIAL IMPACT:

$642,779 from the Individuals with Disabilities Education Act (IDEA) Proportionate Share for Private School Obligations project.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2611
Name:	Dr. Howard Hepburn	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Finance & Operations

Signature

Judith M. Marte, Deputy Superintendent, Finance & Operations

Electronic Signature
Form $4189 Revised 7/23
PBL/VSW

Approved in Open Board Meeting On: August 29, 2023

By: Lori Wadell
School Board Chair

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

DKMarsh, Inc. d/b/a Destination Knowledge
(hereinafter referred to as "Vendor"),
whose principal place of business is
8219 Snowy Egret Place
Bradenton, Florida 34202

WHEREAS, Vendor is an online-computer software-based company that provides an intensive intervention solution for reading and math for K-12 education. The solution is comprised of various Reading and Math (MTSS) Multiple Tiers of Student Supports programs; and

WHEREAS, Vendor's Reading and Math MTSS programs consist of MindPlay's Universal Screener, MindPlay Virtual Reading Coach, MindPlay Fluency, Ascend Math, Symphony Math, ABC Music & Me, StudyDog Early Reading, MindPlay Virtual Teacher Companion, and MindPlay Understanding Dyslexia; and

WHEREAS, Vendor has extensive experience and effective programs for the IDEA Private Schools Obligations project. Their online software provides K-12 diagnostics, on-going progress monitoring, phonics via a video emulated Speech Pathologist, reading comprehension, grammar for meaning, fluency and mathematics instruction via a video-emulated teacher & simulations, and early learning through music and movement; and

WHEREAS, Rule 6A-1.012, 11(b), and 14, Florida Administrative Code and School Board Policy 3320, Section II.H, authorizes the purchase of any type of computer software without competitive solicitations.

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

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on August 31, 2026 unless terminated earlier pursuant to section 3.05 of this Agreement. The term of the Agreement may, by mutual agreement between SBBC and Vendor, be extended for two (2) additional one-year periods through a written amendment to this Agreement that is approved by both parties.

2.02 **Description of Goods or Services Provided**.

(a) Subscriptions. SBBC will receive online software subscriptions and services as listed below.

1) MindPlay Virtual Reading Coach: K-12 Intensive Reading Intervention. Orton-Gillingham. Based on the Science of Reading. *Learn to Read.* Online Adaptive and prescriptive.
2) MindPlay Understanding Dyslexia: Online Teacher Course. Improves instruction by teaching teachers the basics of defining dyslexia, the reading brain, assessing dyslexia, effective instruction, and how to support students with dyslexia.
3) MindPlay Teacher Companion: Online Teacher Course. Teaches teacher how to teach reading according to the science of reading. Now included with MindPlay Virtual Reading Coach.
4) Dyslexia Screener: Online Student assessment. Assesses areas of reading consistent with characteristics of dyslexia. Now included with MindPlay Virtual Reading Coach.
5) Ascend Math: K-12 standards-based math intervention. Evidence-based, addressing the six critical components of a strong math intervention. Online Adaptive and prescriptive.
6) Symphony Math: K-5 foundational and conceptual math. Evidence-based, online, adaptive, and prescriptive.
7) News-O-Matic: 3-8 non-fiction, Lexiled reading. *Read to Learn.* Multi-lingual, multi-leveled. Recommended by the NAMLE. Online
8) Bouncy Ready to Learn: K-1. Tiered intervention, play-based learning, Bouncy Ready to Learn calms while learning early reading, math, and cooperative skills. Evidence-based. Award-winning. Recommended by the Early Learning Coalition.

(b) In-Person Training. Vendor shall provide onsite training for Private School staff. Professional development will include an overview of the instructional design of the program, direction in enrolling students into the software and work directly with the program in the role of the student. Participants leave the session with the skills necessary to begin implementation of the program with the students in the classroom. Training will be provided for the duration of the term of this Agreement. Training may be centralized and located at individual school sites. Each private school is guaranteed two (2) onsite training sessions per year, for the duration of the Agreement. Total training costs are included and there shall be no additional costs for travel expenses or any other fees for training.

(c) Web-Based Training. Vendor shall provide all private schools with an instructor-led web-based training available to them free of charge for the duration of the term of this Agreement. In addition to their Professional development training, they will receive in person, the web-trainings are offered to supplement on-site trainings to help users retain and apply what they have learned. The web-trainings follow a set schedule and teachers and/or administrators would be able to sign up any time. Each training is one (1) hour in length and focuses on either "getting started" functions or "reporting and teacher options" functions. The trainings are first come first service and allow up to fifteen (15) participants per training. If after ten (10) minutes from the scheduled start time, if no participants log into the training, the training will be canceled. Web-trainings are not available to parents. One-on-one on-demand sessions may be scheduled with our trainers at any time if teachers are unable to attend regularly scheduled sessions. Vendor shall provide an unlimited number of web-based training sessions necessary for success, over the course of the three-year contract.

(d) Technical Support. Vendor shall provide Technical Support to SBBC at no additional charge for the duration of the term of this Agreement. The technical support will be provided via email, web knowledge base, and/or phone for the period of the contract term. Phone-based technical support is available Monday-Friday 8AM – 5PM EST, and the web-knowledge base is available 24/7. Technical support is not provided to the individual homes of the students using the software from home, although they do have access to the knowledge base: otherwise, the student would work through the school-based liaison for assistance. Technical support is defined as troubleshooting technical issues with Vendor online software preventing it from running properly. Technical support does not include troubleshooting non-Vendor online software.

2.03 **Cost of Services**.

(a) Cost. Total cost to SBBC for the computer software and services rendered under this Agreement is Six Hundred Forty-Two Thousand, Seven Hundred Seventy-Nine dollars ($642,779.00) as outlined below:

[THIS SPACE INTENTIONALLY LEFT BLANK]

Activity	Qty	Rate	Amount
MindPlay:IDEAMVRCSS1YR25 MindPlay Virtual Reading Coach, IDEA License per school	40	7,304.57	292,182.80
MindPlay:MindPlay's Understanding Dyslexia MindPlay Understanding Dyslexia Course for Teachers.	100	779.37	77,937.00
MindPlay:Teacher Companion MindPlay's Teacher Companion. Online Training for Teachers. Included with Virtual Reading Coach.	100	0.00	0.00
MindPlay:MindPlay's Dyslexia Screener100-300 Dyslexia Screener, IDEA License per school	40	0.00	0.00
Ascend Math:Ascend Math IDEA Dept License Ascend Math, IDEA License per school	8	4,589.37	36,714.96
Symphony Math:SYMDEPT Symphony Math Solution. Foundational. IDEA License per school	8	6,128.37	49,026.96
News-O-Matic IDEA Prop Share News-O-Matic, IDEA License per school	40	3,614.37	144,574.80
RippleEffects:Bouncy's Ready to Learn Classroom Bouncy Reading to Learn. Classroom Kit per school	25	1,693.70	42,342.50
Total:			**$642,779.02**

(b) Payment. Upon commencement of this Agreement, Vendor shall submit a proper and appropriate invoice in the amount of Six Hundred Forty-Two Thousand, Seven Hundred Seventy-Nine Dollars and 00/100 Cents ($642,779.00) and SBBC will pay said amount within thirty (30) calendar days of the date of same invoice.

2.04 **No Disclosure of SBBC Education Records and Employee Records**. SBBC shall not disclose any education records to Vendor pursuant to this Agreement. However, should Vendor come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Vendor's use or re-disclosure may violate applicable federal and state laws. Likewise, no employee records shall be disclosed by SBBC to Vendor. Should Vendor come into contact with employee records, they may not be re-

disclosed except as required or permitted by law. However, this Agreement will be utilized by non-District private schools, who may disclose their own records directly to Vendor.

2.05 **Vendor Safeguarding Confidentiality of Education Records.**

Notwithstanding any provision to the contrary within this Agreement, Vendor shall:

(a) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

(b) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides prior written consent for their release;

(c) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

(d) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

(e) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

(f) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

(g) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law.

2.06 **Vendor Safeguarding the Confidentiality of Employee Records.**

Notwithstanding any provision to the contrary within this Agreement, Vendor shall:

(a) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records,

(b) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law,

(c) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement,

(d) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information,

(e) notify SBBC immediately upon discovery of a breach of confidentiality of employee records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes,

(f) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, and

(g) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law. This section shall survive the termination of all performance or obligations under this Agreement.

2.07 **Inspection of Vendor's Records by SBBC**. Vendor shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All Vendor's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of Vendor directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to Vendor's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to Vendor pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide Vendor reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to Vendor's facilities and to any and all records related to this Agreement, and

shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by Vendor to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any Vendor's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by Vendor in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Vendor. If the audit discloses billings or charges to which Vendor is not contractually entitled, Vendor shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

(f) Inspection of Subcontractor's Records. If applicable, Vendor shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Vendor to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to Vendor pursuant to this Agreement and such excluded costs shall become the liability of Vendor.

(g) Inspector General Audits. Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	To SBBC: Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Exceptional Student Education (ESE) Curriculum Supervisor The School Board of Broward County, Florida 1701 NW 23rd Avenue Fort Lauderdale, Florida 3331
To Vendor:	DKMarsh, Inc. dba Destination Knowledge Kristine Marsh, President/Owner

8219 Snowy Egret Place
Bradenton, Florida 34202

2.09 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.10 **Background Screening**. Vendor shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of Vendor's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of Vendor or its personnel providing any services under this Agreement. Vendor shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to Vendor and its personnel. The parties agree that the failure of Vendor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit Vendor to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. Vendor agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Vendor's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.11 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Vendor shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Vendor shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Vendor shall 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 the Agreement's term and following completion of the Agreement if Vendor does not transfer the public records to SBBC. Upon completion of the Agreement, Vendor shall transfer, at no cost, to SBBC all public records in possession of Vendor or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Vendor transfers all public records to SBBC upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.12 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By Vendor. Vendor agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by Vendor, its agents, servants, or employees; the equipment of Vendor, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Vendor or the negligence of Vendor's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Vendor, SBBC, or otherwise.

2.13 **Insurance Requirements**. Vendor shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. Vendor shall have and maintain General Liability insurance with limits of not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000

General Aggregate; and limits of not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Workers' Compensation. In accordance with Chapter 440, Florida Statutes Vendor shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(c) Auto Liability. Vendor shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000 Combined Single Limit. If Vendor does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000. In addition, an affidavit signed by Vendor must be furnished to SBBC stating the following: "Insert Name does not own any vehicles. If Vendor acquires any vehicles during the term of the Agreement, Vendor agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

(d) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(e) Verification of Coverage. Proof of the required insurance must be furnished by Vendor to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit Vendor sufficient time to remedy any deficiencies.

(f) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave, 11th Floor, Fort Lauderdale, FL 33301.

(g) Cancellation of Insurance. Insert Name is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(h) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.14 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital

status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.15 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Vendor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Vendor further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Vendor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Vendor further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if Vendor (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is one million dollars ($1,000,000) or more, the Agreement may be terminated at SBBC's option if Vendor is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.16 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.17 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.18 **Proprietary Information**.

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate,

or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for

Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the

matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party,

and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Lori Alhadeff, Chair

Date: 8/29/23

ATTEST:

_____
Dr. Peter B. Licata, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams Digitally signed by Kathelyn Jacques-Adams Date: 2023.08.02 21:07:46 -04'00'

Note: DKMarsh, Inc. d/b/a Destination Knowledge

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

DKMARSH, INC. D/B/A DESTINATION KNOWLEDGE

ATTEST

By: _____
Signature

_____
Signature

_____
Print Name of Official Company Registered Secretary

Kristine Marsh
Print Name

-or-

President
Title

_____
Witness

Date: 8/2/23

_____
Witness

STATE OF Florida

COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8/2/2023 (*date*) by Kristine Marsh (*name of officer or agent, title of officer or agent*) of DKMarsh, Inc. (*name of corporation acknowledging*), a FL (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced FLDL (*type of identification*) as identification and who ☐did ☒did not first take an oath this ___ day of AUGUST, 2023.

My Commission Expires: 5/16/2025

_____
Signature - Notary Public

(SEAL)

Julian Jackson
Printed Name of Notary

HH150215
Notary's Commission No.

Notary Public State of Florida
Julian Jackson
My Commission HH 150215
Expires 05/16/2025

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("First Amendment") is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

DKMARSH, INC. D/B/A DESTINATION KNOWLEDGE
(hereinafter referred to as "VENDOR"),
a Florida corporation for profit,
having its principal place of business at
8219 Snowy Egret Place, Bradenton, Florida 34202

A. **WHEREAS**, Rule 6A-1.1012 (11)(b), and (14), Florida Administrative Code. and School Board Policy 3800, authorizes the purchase of any type of educational services and any type of copyrighted materials and computer software without competitive solicitations; and

B. WHEREAS, SBBC and VENDOR entered into an Agreement that commenced on August 29, 2023, and expires on August 31, 2026 ("Agreement"), for SBBC to utilizes VENDOR's Reading and Math MTSS programs that consist of I-Bouncy Ready to Learn System, I-MindPlay Virtual Reading Coach, Dyslexia Screener, I-News-O-Matic, I-Ascend Math, I-Symphony Math, I-MindPlay Understanding Dyslexia;.and

B. **WHEREAS,** the parties desire to extend the term of the Agreement from September 1, 2026 ("Effective Date") through August 31, 2027.

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

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement.** Pursuant to section 2.01 of the Agreement, the term of the Agreement is hereby extended from September 1, 2026 ("Effective Date") through August 31, 2027, unless terminated earlier pursuant to section 3.05 of the Agreement.

3. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

a) The following provisions – section 2.02 title, section 2.02 (a), and section 2.03 - replace the respective provisions in the Agreement, by interlineation, as follows:

2.02 **VENDOR Responsibilities**.

(a) Subscriptions. During the term of this Agreement, VENDOR grants SBBC, a non-exclusive, non-transferable right to access and use the computer software, and the technical manuals, instructions, training materials, and other documentation that accompany the computer software as specified below.

1) September 1, 2026, through August 31, 2027.

i. I-MindPlay Virtual Reading Coach - forty (40) licenses. K-12 Intensive Reading Intervention. Orton-Gillingham. Based on the Science of Reading. *Learn to Read.* Online Adaptive and prescriptive.

ii. I-MindPlay Understanding Dyslexia – one hundred (100) licenses. Online Teacher Course. Improves instruction by teaching teachers the basics of defining dyslexia, the reading brain, assessing dyslexia, effective instruction, and how to support students with dyslexia.

iii. Dyslexia Screener - forty (40) licenses. Online Student assessment. Assesses areas of reading consistent with characteristics of dyslexia. Now included with MindPlay Virtual Reading Coach.

iv. I-Ascend Math – eight (8) licenses. K-12 standards-based math intervention. Evidence-based, addressing the six critical components of a strong math intervention. Online Adaptive and prescriptive.

v. I-Symphony Math – eight (8) licenses. K-5 foundational and conceptual math. Evidence-based, online, adaptive, and prescriptive.

vi. I-News-O-Matic - forty (40) licenses. 3-8 non-fiction reading. *Read to Learn.* Multi-lingual, multi-leveled. Recommended by the NAMLE. Online

vii. I-Bouncy Ready to Learn – twenty-five (25) licenses. K-1. Tiered intervention, play-based learning, Bouncy Ready to Learn calms while learning early reading, math, and cooperative skills. Evidence-based. Award-winning. Recommended by the Early Learning Coalition.

2.03 **Cost.**

(a) The total cost to SBBC for the computer software and services rendered under this Agreement is Three Hundred Nine Thousand, Seven Hundred Eighty-Four Dollars and 00/100 Cents ($309,784.00) as specified below.

1) September 1, 2026, through August 31, 2027. Three Hundred Nine Thousand, Seven Hundred Eighty-Four Dollars and 00/100 Cents ($309,784.00) as outlined below.

No.	Item/Description	Quantity	Unit Price	Total
i.	I-MindPlay: IDEAMVRCSS1YR25	40	$4,125.00	$165,000.00

No.	Item/Description	Quantity	Unit Price	Total
	I-MindPlay Virtual Reading Coach, IDEA License per school			
ii.	I-MindPlay: I-MindPlay's Dyslexia Screener100-300 Dyslexia Screener, IDEA License per school	40	$0.00	$0.00
iii.	I-MindPlay: I-MindPlay's Understanding Dyslexia I-MindPlay Understanding Dyslexia Course for Teachers.	100	$259.00	$25,900.00
iv.	I-News-O-Matic: IDEA Prop Share I-News-O-Matic, IDEA License per school - subscription	40	$995.00	$39,800.00
v.	I-Bouncy Ready to Learn System – Ripple Effects Bouncy Ready to Learn Class Set. Digital resources for school (Bouncy You Can Learn downloadable app; two interactive books; six music videos; pdfs of coloring books and more).	25	$1,924.00	$48,100.00
vi.	I-Ascend Math: I-Ascend Math IDEA Dept License I-Ascend Math, IDEA License per school - subscription	8	$1,450.00	$11,600.00
vii.	I-Symphony Math: SYMDEPT I-Symphony Math Solution. Foundational. IDEA License per school	8	$2,423.00	$19,384.00
			Subtotal	**$309,784.00**

(b) Payment.

1) September 1, 2026, through August 31, 2027. Upon commencement of this Agreement, VENDOR shall submit a proper and appropriate invoice in the amount of Three Hundred Nine Thousand, Seven Hundred Eighty-Four Dollars and 00/100 Cents ($309,784.00) and SBBC will pay said amount within thirty (30) calendar days of the date of same invoice.

b) The following provisions – sections 2.19 and 2.20 – are **added** to the Agreement, by interlineation, as follows:

2.19 **Affidavit Regarding the Use of Coercion for Labor and Services.** Pursuant to Section 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and SBBC, the nongovernmental entity must provide SBBC entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.05(13), Florida Statutes. The nongovernmental entity shall attach hereto as **Exhibit A** an affidavit signed by an officer or representative of the nongovernmental entity under

penalty of perjury stating that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject the nongovernmental entity to civil penalties, attorney's fees, and/or costs. Any agreement with SBBC shall be terminated by SBBC without recourse if the nongovernmental entity is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with the nongovernmental entity's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.20 **Foreign Country of Concern Attestation Form.** Nongovernmental entities receiving an award under this Agreement will receive access to personal identifying information for purposes of Sections 287.138 and 501.17(g)1, Florida Statutes. Rule 60A-1.020, Florida Administrative Code, adopted Form PUR 1355, "Foreign Country of Concern Attestation Form" (the "Form") to be completed by all the nongovernmental entities that would access personal identifying information. The Form is attached hereto as **Attachment C** and must be executed by the nongovernmental entity and be submitted with the nongovernmental entity's executed agreement or an amendment renewing or extending an agreement. A proposed agreement or amendment submitted by the nongovernmental entity without a fully executed "Foreign Country of Concern Attestation Form" will be rejected pursuant to Section 287.138(4)(a), Florida Statutes, and will not be considered for award.

2.21 **Certification Regarding Scrutinized Activities.** Pursuant to Section 287.135, Florida Statutes, any contract with SBBC for goods or services of any amount entered into or renewed on or after:

(a). July 1, 2018, may be terminated at SBBC's option if the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(b). July 1, 2025, may be terminated at SBBC's option if the Vendor is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel.

Section 287.135(2)(a), Florida Statutes, prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing an Agreement for $100,000 or more if, at the time of contracting or renewal, the company or other entity is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company or other entity is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, both created pursuant to Section 215.473, Florida Statutes, or the company or other entity is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Vendor that it is not listed on any of the following: (a) the Scrutinized Companies or Other Entities that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Vendor further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Vendor acknowledges that pursuant to Section 287.135, Florida

Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Vendor further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if Vendor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies or Other Entities that Boycott Israel List, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if Vendor is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria.

4. **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

a) this First Amendment to Agreement; then
b) the Agreement.

5. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

6. **Authority**. Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in First Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement upon the date of last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

DKMARSH, INC. d/b/a DESTINATION KNOWLEDGE

ATTEST:

Leah Halada

Leah Halada, Secretary

-or-

By: _____
Signature

Printed Name: Kristine Marsh

Title: President

_____
Witness

Date: 6/22/26

_____
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd of June 2026 (*date*) by Kristine Marsh (*name of officer or agent, title of officer or agent*) of DK Marsh Inc (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced FL/DL (*type of identification*) as identification and who did first take an oath this 22nd day of June, 2026.

My Commission Expires: 3/11/2029

Abigail Combs
Signature – Notary Public

Abigail Combs
Printed Name of Notary

(SEAL)

649670
Notary's Commission No.

Notary Public State of Florida
Abigail Combs
My Commission HH 649670
Expires 3/11/2029

Exhibit B
Affidavit Attesting to Noncoercive Conduct for Labor or Services

As a nongovernmental entity executing, renewing, or extending a contract with The School Board of Broward County, Florida ("SBBC"), the nongovernmental entity ("Entity") is required to provide an affidavit under penalty of perjury attesting that Entity does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes. As defined in Section 787.06(2)(a), Florida Statutes, coercion means: 1. Using or threatening to use physical force against any person; 2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; 3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined; 4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; 5. Causing or threatening to cause financial harm to any person; 6. Enticing or luring any person by fraud or deceit; or 7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; that the facts stated in it are true; and that the Entity does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

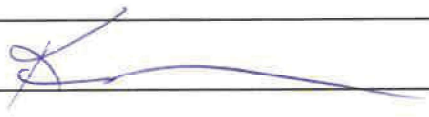
Name of Entity: DKMarsh, Inc. dba Destination Knowledge

Entity's Address: 9120 58th Dr E, Bradenton, FL 34202

Entity's Email Address: KMarsh@destinationknowledge.com

Entity's Phone Number: 800-889-4886

Entity's FEIN: 20-0509813

Signature of Entity's Officer or Representative: 

Printed Name of Entity's Officer or Representative: Kristine Marsh

Title of Entity's Officer or Representative: Founder/President

Date: 06/22/2026

EXHIBIT C
FOREIGN COUNTRY OF CONCERN ATTESTATION
(REVISED FORM PUR 1355)

This form must be completed by an officer or representative of a nongovernmental entity ("Entity") submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a The School Board of Broward County, Florida ("SBBC") which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C. The Entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; and that the facts stated in it are true.

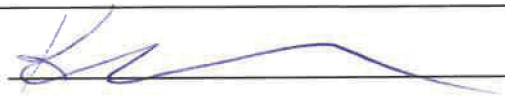
Name of Entity: DKMarsh, Inc. dba Destination Knowledge

Entity's Address: 9120 58th Dr E, Bradenton, FL 34202

Entity's Email Address: KMarsh@destinationknowledge.com

Entity's Phone Number: 800-889-4886

Entity's FEIN: 20-0509813

Signature of Entity's Officer or Representative: 

Printed Name of Entity's Officer or Representative: Kristine Marsh

Title of Entity's Officer or Representative: Founder/President

Date: 06/22/2026

Established 1915
BROWARD
County Public Schools

Procurement & Logistic Operations
John Wesley White, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
john.white2@browardschools.com
www.browardschools.com/procurement

The School Board of Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

May 21, 2026

DKMARSH Inc., d/b/a
Desination Knowledge
Attn: Kristine Marsh, President/Owner
8219 Snowy Egret Place
Bradenton, Florida 34202

Email: kmarsh@destinationknowledge.com
Phone: 941-545-4345

Subject:	Letter of **Renewal** of the Contract
RFP #:	FY24-161
RFP Title:	Destination Knowledge

Dear Ms. Marsh,

The above-referenced contract expires on 8/31/2026. In accordance with Special Condition 2.01 - Term of Agreement of the RFP, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 9/1/2026 through 8/31/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this RFP award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded RFP and your agreement to maintain the current awarded price(s)/discount.

☑ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ No, I do not wish to renew the current contract award.

Please sign and date this document in the space provided and return it to my attention no later than 5/26/2026, by EOB. If you fail to respond by this date, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Belinda Defoor

Belinda Defoor
Purchasing Agent III

VENDOR RESPONSE

Signature/Date - Authorized Representative

Kristine Marsh

Printed Name - Authorized Representative

Cc: Andrea Ciotti, Director, Specialized Instruction

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-14.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

FY23-226 - Online Database-Gale in Context Cengage Learning

REQUESTED ACTION:

Approve the Second Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Cengage Learning, Inc., and additional budget authority in the amount of $227,470. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Second Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Second Amendment

FINANCIAL IMPACT:

$227,470. The Agreement will be funded through General and Grant Funds.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 1: Early Literacy Proficiency **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	784-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jul 14, 2026

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

FY23-226 - Online Database-Gale in Context Cengage Learning

Board Meeting Date: July 28, 2026

Requested Action:
Approve the Second Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Cengage Learning, Inc., for a term that commences on September 1, 2026, and concludes on August 31, 2027, with budget authority in the amount of $227,470.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Policy 4120
Statutory Requirement	• FL Stat. 1006.28 and FL Stat. 1006.40
If the School Board votes "Yes"	• All schools would continue to have equitable access to Gale databases, which contain vetted research resources, establishing a standardized platform for student inquiry, literacy, and academic research. The databases support curriculum alignment, professional learning, and higher expectations for research rigor.
If the School Board votes "No"	• Access to Gale databases will be inconsistent for both students and teachers across schools, potentially hindering equitable access to reliable research resources. This ongoing disparity would extend dependence on school-based funding. Furthermore, districtwide alignment in research standards, integrated curriculum, and instructional support would likely be delayed or possibly missed altogether.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 1: Early Literacy Proficiency • Guardrail 2: Equity • Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	**Measurable Outcomes:** • By June 2027, SBBC aims for at least 40% of students utilizing Gale databases for research. Progress will be tracked through Gale usage reports (article retrievals,

	user sessions, and searches made), and year-over-year growth in these metrics will guide instructional support. **Return on Investment:** • From a fiscal perspective, a centralized license reduces duplicative school-based subscriptions, stabilizes costs, and maximizes district purchasing power. Collectively, these outcomes represent a return on investment through increased equity of access, improved instructional consistency, and more efficient use of District funds.

Background/History
SBBC has consistently integrated Gale databases as foundational components of their library media and digital research offerings. Since 2021, SBBC has provided centralized support for key Gale products, including Gale in Context, Global Issues, Opposing Viewpoints, and National Geographic Kids, ensuring seamless access through district platforms like Canvas and Clever. These resources enrich curriculum delivery, promote inquiry-based learning, and support multilingual students.

After the discontinuation of several digital research platforms, District leadership identified critical gaps in vetted, standard-aligned research resources for both students and educators. To bridge these gaps, Gale in Context databases were chosen to guarantee reliable access to authoritative materials aligned with the Florida Benchmark for Excellent Student Thinking (B.E.S.T.) Standards. This platform offers comprehensive research support for Advanced Placement (AP), International Baccalaureate (IB), and Cambridge curricula. Additionally, Cengage offers a local control option, enabling the district administration to remove digital content from schools or District-wide immediately. This tool enables filtering capability at the District level to adhere to legislation.

Under **F.S. § 1006.28**, there is clear and direct support for School Districts to purchase and license research databases as part of their instructional and library media programs. Under Florida law, research databases fall squarely within the statutory definition of "instructional materials," which is intentionally broad and inclusive of digital resources.

Under **F.S. § 1006.40** strengthens this authority by establishing both the obligation and the funding mechanism for Districts to acquire such resources. District School Boards are required to provide each student with a major tool of instruction in core academic subjects, including social studies, science, language arts, reading, and literature. Research databases directly support these subjects by providing access to primary sources, academic articles, historical documents, and current periodicals.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method *This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.*	
Agreement Term:	Original Agreement Term: September 1, 2023, through August 31, 2026. Second Amendment to Agreement Term: September 1, 2026, through August 31, 2027.
Multi-Year Agreement:	Yes. There is a cost savings for operational efficiency achieved by this multi-year Agreement. A new bid will yield higher prices, based on the current market conditions.
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Pursuant to Purchasing Policy 3800, , Section III (D) and (E), and Rule 6Q-1.012(11)(b) and (14), Florida Administrative Code, competitive solicitations are not required for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency, or a recognized educational institution.

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. Approval of this item will result in a total financial impact to the District of $227,470, including an adjustment to budget authority during the remaining portion of the original Agreement from September 1, 2026, through August 31, 2027.
2. The Agreement will be is funded through the Instructional Innovation and Digital Learning Department's General Fund or Grant Budget.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
9/1/2026 – 8/31/2027	12 months	$227,470

Budget Authority Request(s)

This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
FY27	10 months	General Fund and Grant Funds	$227,470	Y

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY28	2 months	General Fund and Grant Funds	$0

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Gale in Context databases by Cengage Learning provides schools with equitable, District-wide access to vetted, standards-aligned research resources that support inquiry-based learning, strengthen critical thinking, and research skills, and ensure students and teachers have reliable, age-appropriate content to support classroom instruction and academic achievement across subject areas.
School Selection /Prioritization	District-wide.
Community/ Stakeholder Engagement	Teachers and media staff from various schools participated in a usage and evaluation survey designed to gather their insights and detailed feedback on the Gale database platform. Through this process, these educators and library professionals provided valuable input regarding the effectiveness and instructional integration of Gale resources within their classrooms and media programs.
End-User Input	Survey results from the 2026 survey indicate that: • A majority of responding educators reported using Gale databases in their classrooms or media programs, demonstrating practical integration into instruction and research initiatives. • 72% of respondents expressed interest in continued or future use of Gale databases, reflecting strong confidence in the platform's instructional value and usability.

	• Overall satisfaction ratings ranged from 4.5 out of 5, indicating high levels of approval among end users responsible for implementation and student support. Beyond survey responses and usage metrics, educators' adoption and promotion of the platform have resulted in enhanced student engagement.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Original Agreement
Exhibit C: First Amendment
Exhibit D: Second Amendment

Stakeholder Engagement

Gale Usage	January 1, 2023 – December 31, 2023	January 1, 2024 – December 31, 2024	January 1, 2025 – December 31, 2025
Searches	215,333	378,371	423,283
Sessions	72,098	124,171	129,071

- The Gale Usage Table indicates a notable rise in the number of students utilizing the Gale databases for research purposes over the past several years. This upward trend highlights the growing reliance on Gale databases among students for their academic research needs, reflecting their increasing integration into District-supported research and library media resources.
- Miami-Dade County Public Schools and Palm Beach County School District officially use Gale databases by Cengage as part of their District-supported research and library media resources.

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	June 5, 2026
Previous Bid # (Ex: 10-004R):	FY23-226	**Buyer/PA:**	DAISY CHENTES-HERNANDEZ
New Bid Award Total:	$836,499	**Bid Title:**	Online Databases-GALE In Context Cengage Learning
Previous Award Total:	$609,030		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	9/1/2023	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	8/31/2026	**# of Months Into Bid:**	33

SPEND REPORTING	
Purchase Order(s) Spend:	$609,030
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$609,030**
Average Monthly Expenditure:	$18,455
Unused Authorized Spending:	**$0**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
107224-CENGAGE LEARNING	N/A		$ 609,030
	PO VENDOR SPEND:		**$ 609,030**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 609,030**

NOTES (Type Below):

Certification Types*
Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	2730097880	**Name** (First & Last)	Sherri N. Wilson
Fund	1000	**Title**	Director
Functional Area	6200722000000000	**Department/School Name**	Innovative Learning
Commitment Item	56920000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	Prepared on:	6/4/2026

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Mary C. Coker, Director
7720 West Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
mary.coker@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Peter B. Licata
Superintendent of Schools

August 25, 2023

Cengage Learning, Inc.
27555 Executive Drive, Suite 350
Farmington Hills, Michigan 48331

RE: FY23-226 - Online Database-Gale in Context Cengage Learning

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and Cengage Learning, Inc. This is the result of the School Board's approval on August 8, 2023, for item OO-5. Full details are outlined in the Agreement.

Sincerely,

Mary Catherine Coker, Director
Procurement & Warehousing Services

MCC: bm
Attachment(s)

cc: Adriana Rodriguez, Purchasing Agent III
Sherri Wilson, Director, Innovative Learning
Annmarie Richards, Coordinator, Economic Development & Diversity Compliance

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2023-08-08	Regular School Board Meeting
CATEGORY:	OO. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-5.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

FY23-226 - Online Database-Gale in Context Cengage Learning

REQUESTED ACTION:

Approve the Agreement; Contract Term: September 1, 2023 through August 31, 2026, three years, with an option for two additional one-year renewal periods; Award Amount: $300,639.20; Awarded Vendor: Cengage Learning, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Agreement has been reviewed and approved as to form and legal consent by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Agreement

FINANCIAL IMPACT:

$300,639.20 from the State Categorical Library Media Allocation budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Equity **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2611
Name:	Dr. Howard Hepburn	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Operations

Signature

Judith M. Marte, Deputy Superintendent, Operations

Electronic Signature
Form $4189 Revised 7/23
PBL/VSW

Approved in Open Board Meeting On: August 8, 2023

By: Lori Wadley

School Board Chair

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CENGAGE LEARNING, INC.
(hereinafter referred to as "Cengage"),
whose principal place of business is
200 Pier Four Boulevard, Boston, Massachusetts 02210

WHEREAS, Cengage's databases provide learners with powerful search tools to narrow results and deliver the reliable, timely content they need to be successful researchers; and

WHEREAS, Cengage's Gale In Context (GIC) High School is a premier online database offering cross-curricular content that supports national and state curriculum standards and reinforces the development of skills such as problem-solving, communication, collaboration, creativity, and innovation; and

WHEREAS, for high school students, Cengage's Gale In Context (GIC) Global Issues is an engaging online resource that supports global awareness and perspective with a wealth of content, empowering learners to analyze and understand the most important issues of the modern world; and

WHEREAS, pursuant to the Department of Education, Rule 6A-1.012(11)(b) and 14, Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and School Board Policy 3320, Section II, H, and Section VI, C(4), the requirement for requesting competitive solicitation for commodities or contractual services from three or more sources is hereby waived for SBBC's purchase of educational services, any type of copyright materials, computer software, and information technology.

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

ARTICLE 1 – RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** The term of this Agreement commences September 1, 2023 ("Effective Date") and concludes August 31, 2026, unless terminated earlier pursuant to section 3.05 of this Agreement. The term of the Agreement may, by mutual agreement between SBBC and Cengage, be extended for two (2) additional one (1) year renewal periods.

2.02 **Cengage Responsibilities.**

(a) Cengage shall issue a district wide license for each product for students and teachers to access its software. Cengage will facilitate access to Cengage's database and ensure that the software is available 24/7. Cengage will also provide customer support services (24/7 online and via phone from 9 AM-8 PM EST), as outlined in this Agreement.

(b) Cengage shall make the services and content contained therein available to SBBC and its authorized users under this Agreement and provide applicable onboarding and technical support.

(c) Cengage shall provide its Content Control Tool to curate Gale's database to align with SBBC requirements and student needs. The content control tool is designed to allow SBBC to resolve content issues. Specifically, the tool allows SBBC's administrator to immediately remove an article and/or an entire publication from view in all Gale databases for the district.

(d) Cengage will maintain administrative and technical safeguards for the protection of the security, confidentiality, and integrity of SBBC's and its users' data, which safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of SBBC's and its users' data by Cengage personnel except: (1) to provide the services and prevent or address service or technical problems; (2) as compelled by law; or (3) as SBBC expressly permits in advance, in writing; and (4) Cengage will comply with all applicable local, provincial, state, federal and foreign laws in providing the services, including, without limitation, FERPA and COPPA.

2.03 **SBBC Responsibilities.**

(a) SBBC staff shall support the integration of the software with Clever.

(b) SBBC shall identify the main point of contact to partner with Cengage throughout its implementation, including, but not limited to training related to software use.

(c) SBBC will facilitate communications and feedback regarding successes and challenges with the software throughout the term of this Agreement.

2.04 **Scope of Services**.

(a) Cengage shall provide current, authoritative, media-rich information that meets the needs of today's learners with a user-friendly, mobile responsive design. Eye-catching, engaging, topical databases seamlessly integrate trusted content with curriculum-aligned materials that span core subjects and enhance school lesson plans.

(b) Cengage shall provide: (i) Gale In Context: Global Issues, which supports global awareness and provides a global perspective with a wealth of authoritative content, empowering learners to analyze and understand the most important issues of the modern world; and (ii) Gale In Context: High School, which offers cross-curricular content that supports national and state curriculum standards and reinforces the development of skills such as problem-solving, communication, collaboration, creativity, and innovation. (iii) Gale eBooks offers digital, nonfiction, fact-checked content delivered through a user-friendly platform and organized according to grade bands for high school students.

(c) Cengage shall also provide 24/7 tech support, unlimited/simultaneous use, and 24/7 support at support.gale.com at no cost to SBBC.

(d) Cengage shall assign a Customer Success Manager to the district who would provide support in any facet of its product use. Services are sustained, creative, and consistent with a single point of contact to assist district personnel with Machine-Readable Cataloging (MARC) of records; usage data analysis and visual presentation; virtual presentations to teachers and students; program and project content for librarian training on the use of the products.

2.05 **Cost of Services.**

Product Name	Start Date	End Date	Price
Gale In Context: Global Issues	9/1/2023	8/31/2024	$47,305.00
Gale In Context: High School	9/1/2023	8/31/2024	$49,950.00
Gale eBook Fee	9/1/2023	8/31/2024	$1,000.00
Gale In Context: Global Issues	9/1/2024	8/31/2025	$50,949.00
Gale In Context: High School	9/1/2024	8/31/2025	$48,251.10
Gale eBook Fee	9/1/2024	8/31/2025	$1,000.00
Gale In Context: Global Issues	9/1/2025	8/31/2026	$51,967.98
Gale In Context: High School	9/1/2025	8/31/2026	$49,216.12
Gale eBook Fee	9/1/2025	8/31/2026	$1,000.00
		TOTAL	**$300,639.20**

2.06 **Payment**.

(a) Cengage will submit a proper and appropriate invoice for the district wide license for each product provided under this agreement for each term year that shall be

payable within thirty (30) calendar days after receipt of the same invoice. The invoices shall be submitted as follows:

1. On or after September 1, 2023 in the amount of Ninety-Eight Thousand, Two Hundred Fifty-Five Dollars and 00/100 Cents ($98,255.00)
2. On or after September 1, 2024 in the amount of One Hundred Thousand, Two Hundred Dollars and 10/100 Cents ($100,200.10)
3. On or after September 1, 2025 in the amount One Hundred Two Thousand, One Hundred Eighty-Four Dollars and 10/100 Cents ($102,184.10)

(b) Cengage shall submit all invoices to the following address:

The School Board of Broward County, Florida
Accounting and Financial Reporting Department
Attn: Accounts Payable
600 S.E. 3rd Avenue, 7th Floor
Fort Lauderdale, Florida 33301

2.07 **SBBC Disclosure of Education Records**.

(a) SBBC staff will provide Cengage with the education records listed in this section for the following purpose(s):

1) To provide students access to age-appropriate, multi-media digital resources. This includes access to differentiated reading level cross-curricular content including but not limited to Arts & Literature, Earth & Geography, History, Life Sciences, and Animals on an annual subscription basis.
2) To Create user accounts in order to facilitate student and educator access to Cengage's platform and database.

(b) SBBC will provide Cengage with the following education records via SBBC's integration system:

1) Student's First and Last Name
2) Student Identification Number
3) School Name
4) Student's Grade Level

(c) Cengage is considered a "school official" with a legitimate educational interest to receive the aforementioned types of information from SBBC student education records for the purposes listed above. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or student age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

(d) The requirements of this section supersede any uses and disclosures of education

records or the like as listed in Cengage's privacy policies, if any.

2.08 **Cengage Safeguarding Confidentiality of Education Records**.

(a) Notwithstanding any provision to the contrary within this Agreement, Cengage shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical, and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertising, or display education records to any third-party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including its Privacy Officer and Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records;

11) purge education records from any media once the media is no longer in use or is to be disposed.

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) Cengage shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.09 **Data Center Control Standards**.

The Statement on Standards for Attestation Engagements ("SSAE") 16 or SSAE 18 is a set of auditing standards and guidance on using the standards published by the Auditing Standards Board ("ASB") of the American Institute of Certified Public Accountants ("AICPA"), for redefining and updating how service companies report on compliance controls.

An SSAE 16 or SSAE 18 compliance assessment must be completed, and an SSAE 16 or SSAE 18 compliance assessment report(s) must be issued before the commencement of services for each data center to be utilized and/or hosted by Cengage or by one of Cengage's subcontractors in the performance of this Agreement. A copy of each SSAE 16 or SSAE 18 compliance assessment report(s) shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by Cengage or by any of Cengage's subcontractors. Each data center utilized and/or hosted by Cengage or one of Cengage's subcontractors in the performance of this Agreement shall have and maintain a current SSAE 16 or SSAE 18 certification.

Each data center utilized and/or hosted by Cengage t or by one of Cengage's subcontractors in the performance of this Agreement thereafter must, at minimum, annually complete an SSAE 16 or

SSAE 18 compliance assessment and maintain SSAE 16 or SSAE 18 certification. The resulting annual SSAE 16 or SSAE 18 compliance assessment report(s) shall be provided by Cengage to SBBC throughout the term of the Agreement and within ten (10) calendar days after its/their receipt by the Cengage or the Cengage's subcontractors.

Along with the two types of audits, the copies of the SSAE 16 or SSAE 18 compliance assessment reports provided to SBBC shall include any completed Service Organization Control ("SOC") reports, including (a) SOC 1 reports containing internal controls over financial reporting; (b) SOC 2 reports covering security, processing integrity, privacy controls, confidentiality, and availability; and/or (c) the final SOC 3 report. SBBC is unable to execute a nondisclosure agreement ("NDA") for its receipt of any such reports. However, any information or documents provided to SBBC by Cengage or any of its subcontractors that are clearly labeled as "Confidential and Exempt from Public Inspection as a Trade Secret pursuant to Section 812.081(1)(f), Florida Statutes" will only be viewed by such SBBC personnel as is necessary and will not be made available for public inspection or copying pursuant to Chapter 119, Florida Statutes, and with Section 24(a), Article I of the Florida Constitution.

2.10 **Inspection of Cengage's Records by SBBC.** Cengage shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All Cengage's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of Cengage directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to Cengage's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to Cengage pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide Cengage reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to Cengage's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by Cengage to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for

termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any Cengage's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by Cengage in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Cengage. If the audit discloses billings or charges to which Cengage is not contractually entitled, Cengage shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

(f) Inspection of Subcontractor's Records. If applicable, Cengage shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Cengage to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to Cengage pursuant to this Agreement and such excluded costs shall become the liability of Cengage.

(g) Inspector General Audits. Cengage shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.11 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief Academic Officer The School Board of Broward County, Florida 600 Southeast Thrid Avenue Fort Lauderdale, Florida 33301
To Cengage:	Cengage Learning, Inc. 27555 Executive Drive, Ste 350 Farmington Hills, Michigan 48331
With a Copy to:	General Counsel 27555 Executive Drive, Ste 350 Farmington Hills, Michigan 48331

2.12 **Background Screening**. Cengage shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of Cengage's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of Cengage or its personnel providing any services under this Agreement. Cengage shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to Cengage and its personnel. The parties agree that the failure of Cengage to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit Cengage to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. Cengage agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Cengage's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.13 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Cengage shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Cengage shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Cengage shall 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 the Agreement's term and following completion of the Agreement if Cengage does not transfer the public records to SBBC. Upon completion of the Agreement, Cengage shall transfer, at no cost, to SBBC all public records in possession of Cengage or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Cengage transfers all public records to SBBC upon completion of the Agreement, Cengage shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Cengage keeps and maintains public records upon completion of the Agreement, Cengage shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN

OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.14 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By Cengage. Cengage agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every third party claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by Cengage, its agents, servants, or employees; the equipment of Cengage, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the gross negligence of Cengage or the gross negligence of Cengage's agents when acting within the scope of their employment, whether such third party claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Cengage, SBBC, or otherwise.

2.15 **Insurance Requirements**. Cengage shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. Cengage shall have and maintain General Liability insurance with limits of not less than one million dollars ($1,000,000) per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and Limits of not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Workers' Compensation. In accordance with Chapter 440, Florida Statutes, Cengage shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(c) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(d) Verification of Coverage. Proof of the required insurance must be furnished by Cengage to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit Cengage sufficient time to remedy any deficiencies. Cengage must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(e) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(f) Cancellation of Insurance. Cengage is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(g) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.16 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.17 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Cengage that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in

Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Cengage further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Cengage acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Cengage further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if Cengage (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is one million dollars ($1,000,000) or more, the Agreement may be terminated at SBBC's option if Cengage is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.18 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.19 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.20 **Proprietary Information**.

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and

attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such does not affect the remaining portions of this Agreement and the same remains in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.19 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of

the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the Effective Date.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Lori Alhadeff, Chair

Date: 8/8/23

ATTEST:

_____
Dr. Peter B. Licata
Superintendent of Schools

Approved as to Form and Legal Content:

Maya Moore

Digitally signed by Maya Moore
Reason: Cengage Agreement (2)
Date: 2023.07.31 08:08:29 -04'00'

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CENGAGE:

(Corporate Seal)

ATTEST:

Cengage Learning, Inc.
a Delaware Corporation

By: _____
Signature

_____
Signature

_____
Print Name of Official Company Registered Secretary

-or-

Shawn Clark
Print Name

Amanda Witt
Witness

SVP Domestic Learning
Title

Witness

7/26/23
Date

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF North Carolina

COUNTY OF Wake

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 07/26/2023 (*date*) by Melquisedec (*name of officer or agent, title of officer or agent*) of The Ups Store 2485 (*name of corporation acknowledging*), a North Carolina (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me or has produced Driver License (*type of identification*) as identification and who ☐☑did/☐did not first take an oath this 26 day of July, 2023.

My Commission Expires: 08/21/2028

Melquisedec Flores Ramirez
Signature – Notary Public

Melquisedec Flores Ramirez
Print Name of Notary

(SEAL)

_____
Notary's Commission No.

Melquisedec Flores Ramirez
NOTARY PUBLIC
WAKE COUNTY, NC
My Commission Expires 08/21/2028

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Jennifer D. Andreu
Executive Director, Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0774 • fax: 754-321-0936
jennifer.andreu@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Peter B. Licata
Superintendent of Schools

April 1, 2024

Cengage Learning, Inc.
27555 Executive Drive, Suite 270
Farmington Hills, Michigan 48331

RE: FY23-226 - Online Database-Gale in Context Cengage Learning

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and Cengage Learning, Inc. This is the result of the School Board's approval on March 12, 2024, for Item OO-9. Full details are outlined in the Agreement.

Sincerely,

Jennifer D. Andreu, Executive Director
Procurement & Warehousing Services

JDA: bm
Attachment(s)

cc: Susanne Dale, Purchasing Agent II
Sherri Wilson, Director, Innovative Learning
Annmarie Richards, Advocacy & Compliance Coordinator, Economic Development & Diversity Compliance

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-03-12	Regular School Board Meeting
CATEGORY:	OO. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-9.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **FY23-226 - Online Database-Gale in Context Cengage Learning**

REQUESTED ACTION: **Approve the First Amendment and Additional Spending Authority for the Agreement with Cengage Learning, Inc.**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The First Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- First Amendment

FINANCIAL IMPACT:

$308,660.75, which will bring the new total award amount to $609,029.95, funded from the State Categorical Library Media Allocation.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2611
Name:	Dr. Howard Hepburn	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Finance & Operations

Signature

Judith M. Marte, Deputy Superintendent, Finance & Operations

Electronic Signature
Form $4189 Revised 7/23
PBL/VSW

Approved in Open Board Meeting On: March 12, 2024

By: Lori Wadell
School Board Chair

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CENGAGE LEARNING, INC.
(hereinafter referred to as "Cengage"),
whose principal place of business is
27555 Executive Drive, Suite 270, Farmington Hills, Michigan 48331

WHEREAS, Cengage offers databases that provide learners with powerful search tools to narrow results and deliver the reliable, timely content they need to be successful researchers; and

WHEREAS, SBBC and Cengage entered an Agreement that commenced on September 1, 2023, and expires on August 31, 2026 ("Agreement"); and

WHEREAS, Cengage's Gale Presents: National Geographic Kids (a/k/a Nat Geo Kids) is a collection including magazines, eBooks, videos, images, photos, high-quality informational texts, and fun facts for all students; and

WHEREAS, Cengage's Gale Opposing Viewpoints for high school students contains over 20,000 pro/con viewpoints, approximately 19,000 reference articles, interactive maps, infographics, and more, students will be prepared to argue any side of the issue. Gale In Context: Opposing Viewpoints is cross-searchable with Gale In Context: Global Issues; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement through this First Amendment to the Agreement to include the National Geographic Kids and Gale in Context: Opposing Viewpoints search tools.

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

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Amended Provisions**. The parties agree to the following amended provisions to the Agreement:

I. The following provisions replace Sections 2.04(b), 2.05, and 2.06(a) of the Agreement, by interlineation, as follows:

2.04 **Scope of Services**.

. . .

(b) Cengage shall provide:

1. Gale In Context: Global Issues, which supports global awareness and provides a global perspective with a wealth of authoritative content, empowering learners to analyze and understand the most important issues of the modern world;

2. Gale In Context: High School, which contains cross-curricular content that supports national and state curriculum standards and reinforces the development of skills such as problem-solving, communication, collaboration, creativity, and innovation;

3. Gale eBooks containing digital, nonfiction, fact-checked content delivered through a user-friendly platform and organized according to grade bands for high school students;

4. National Geographic Kids containing magazine issues, eBooks, videos including Amazing Animals, images, and color photos. High-quality informational texts and fun facts are available for primary, upper elementary, and middle school English Language Arts, social studies, and science classrooms; and

5. Gale in Context: presenting opposing viewpoints with pro/con analysis of reference articles, interactive maps, and infographics for high-school students to argue both sides of issues.

. . .

2.05 **Cost of Services.** The total cost for products and services rendered under this Agreement, in accordance with the cost schedule shown below is Six Hundred Nine Thousand, Two Hundred Ninety-Nine Dollars and 95/100 Cents ($609,299.95) as further described in **Revised Attachment A**.

Item	Price
September 1, 2023, through August 31, 2026	
Gale In Context: Global Issues Year 1 (9/1/2023-8/31/2024)	$47,305.00
Gale In Context: High School Year 1 (9/1/2023-8/31/2024)	$49,950.00
Gale eBook Hosting Fee Year 1 (9/1/2023-8/31/2024)	$1,000.00
Gale In Context: Global Issues Year 2 (9/1/2024-8/31/2025)	$50,949.00

Gale In Context: High School Year 2 (9/1/2024-8/31/2025)	$48,251.10
Gale eBook Hosting Fee Year 2 (9/1/2024-8/31/2025)	$1,000.00
Gale In Context: Global Issues Year 3 (9/1/2025-8/31/2026)	$51,967.98
Gale In Context: High School Year 3 (9/1/2025-8/31/2026)	$49,216.12
Gale eBook Hosting Fee Year 3 (9/1/2025-8/31/2026)	$1,000.00
March 13, 2024, through August 31, 2026	
National Geographic Kids & Gale in Context: Opposing Viewpoints Year 1 (3/13/2024-3/13/2025)	$117,500.00
National Geographic Kids & Gale in Context: Opposing Viewpoints Year 2 (3/13/2025-3/13/2026)	$119,850.00
National Geographic Kids & Gale in Context: Opposing Viewpoints Year 3 (3/13/2026-8/31/2026)	$71,310.75
TOTAL	**$609,299.95**

2.06 **Payment**.

(a) Cengage shall submit a proper and appropriate invoice, and SBBC shall pay the invoice within thirty (30) calendar days of the invoice date as detailed below:

1. On or after September 1, 2023, SBBC shall pay Cengage of Two Hundred Fifteen Thousand, Seven Hundred Fifty-Five Dollars and 00/100 Cents ($215,755) for the products and services listed above.

2. On or after September 1, 2024, SBBC shall pay Cengage of Two Hundred Twenty Thousand, Fifty Dollars and 10/100 Cents ($220,050.10) for the products and services listed above.

3. On or after September 1, 2025, SBBC shall pay Cengage of One Hundred Seventy-Three Thousand, Four Hundred Ninety-Four Dollars and 85/100 Cents ($173,494.85) for the products and services listed above.

. . .

1.03 **Order of Precedence among Agreement Documents.** In the event of a conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in the order:

(a) this First Amendment to Agreement; then
(b) the Agreement.

1.04 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.05 **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First

Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement on the date of last signature below.

[THIS SECTION IS INTENTIONALLY LEFT BLANK]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Lori Alhadeff, Chair

Date 3/12/24

ATTEST:

_____
Dr. Peter B. Licata,
Superintendent of Schools

Approved as to Form and Legal Content:

Maya Moore

Digitally signed by Maya Moore
Reason: Cengage First Amendment (2)
Date: 2024.02.14 13:27:27 -05'00'

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)
ATTEST:

Mary Pamula
MARY PAMULA
, Secretary

-or-

Witness

Witness

CENGAGE LEARNING, INC.

By PO 2/13/24
Signature

Printed Name: Paul Gazzolo

Title: SVP, General Manager

STATE OF Michigan

COUNTY OF Oakland

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this February 13, 2024 (*date*) by Paul Gazzolo (*name of officer or agent, title of officer or agent*) of Cengage Learning (*name of corporation acknowledging*), a Michigan (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me or has produced Drivers License (*type of identification*) as identification and who ☐ did/☐ did not first take an oath this 13 day of February, 2024.

My Commission Expires: 12-31-24

MARIETTA JONES
Notary Public - State of Michigan
County of Oakland
My Commission Expires Dec 31, 2024
Acting in the County of OAKLAND

(SEAL)

Signature – Notary Public

Marietta Jones
Printed Name of Notary

Notary's Commission No.

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO VENDOR AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CENGAGE LEARNING, INC.
(hereinafter referred to as "Cengage"),
having its principal place of business at
10650 Toebben Drive, Tax Department, Suite A, Independence, Kentucky 41051

RECITALS

A. **WHEREAS**, SBBC and VENDOR entered into a Vendor Agreement that commenced on September 1, 2023, and expires on August 31, 2026 ("Agreement"); and

B. **WHEREAS,** under the Agreement, Cengage's databases provide learners with powerful search tools to narrow results and deliver reliable, timely content they need to be successful researchers; and

C. **WHEREAS,** the Agreement permits two (2) additional one (1) year extension periods; and

D. **WHEREAS**, on March 12, 2024, SBBC and VENDOR entered into a First Amendment to Agreement wherein the parties amended the commodities and/or services under the Agreement to include National Geographic Kids and Cengage's Gale Opposing Viewpoints for high school students; and

E. **WHEREAS,** SBBC and VENDOR wish to exercise the first of the two (2) options to extend the Agreement term for a period of one (1) year from September 1, 2026, through August 31, 2027, through this Second Amendment to Agreement (Second Amendment").

F. **WHEREAS**, pursuant to Purchasing Policy 3800, Section III, (D) and (E), and Rule 6A-1.012, 11(b) and 14, Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, - competitive solicitations are not required for the purchase of educational

services and any type of copyrighted materials, including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVD's, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency, or a recognized educational institution.

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

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement**. Pursuant to section 2.01 pf the Agreement, the term of the Agreement is hereby extended from September 1, 2026, through August 31, 2027, unless terminated earlier pursuant to section 3.05 of the Agreement.

3. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

a) The following provisions – sections 2.08 and 2.15 **replace** the respective provisions in the Agreement by interlineation as follows:

2.08 **VENDOR Safeguarding the Confidentiality of Education Records**.

2.08.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.08.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.08.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.08.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section

1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.08.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.08.2. IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.08.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to employees records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2.08.2.2 Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

2.08.2.3 Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of employee records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.08.2.4 Fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner; and

2.08.2.5 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.08.2.6 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

2.08.2.7 Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

2.08.2.8 Purge education records from any media once the media is no longer in use or is to be disposed; and

2.08.2.9 Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.08.3 Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

2.08.4 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.15 Insurance Requirements. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.15.1 General Liability. VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits not less than $1,000,000 for Products/Completed Operations Aggregate.

2.15.2 Cyber Liability/Technology Errors & Omissions. VENDOR shall maintain insurance for breaches of personally identifiable information and data caused by VENDOR, its employees, its systems, or its software, in the amount of $1,000,000 per occurrence/$2,000,000 aggregate, and that such insurance shall be available and applied to indemnify SBBC for damages, penalties, costs, and fees sustained by VENDOR as a result of such data breaches.

2.15.3 Workers' Compensation. VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

2.15.4 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A-VI by AM Best or Aa3 by Moody's Investor Service.

2.15.5 Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. Post-award you will receive an email including a link to upload (drag and drop) your certificate of insurance.

2.15.6 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.15.6.1 The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insureds.

2.15.6.2 All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.

2.15.6.3 Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Avenue, 11th Floor, Fort Lauderdale, Florida 33301.

2.15.7 Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.15.8 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

3. **Cost and Payment**.

(a) Cost. The cost to SBBC for the commodities and/or services under this Second Amendment to Agreement is Two Hundred Twenty-Seven Thousand, Four Hundred Sixty-Nine Dollars and 62/100 Cents ($227,469.62), as outlined below.

Product Name	Start Date	End Date	Price
Gale In Context High School	9/1/2026	8/31/2027	$50,692.60
Gale eBook Hosting Fee	9/1/2026	8/31/2027	$1,000.00
Gale In Context Global Issues	9/1/2026	8/31/2027	$53,527.02
Gale In Context Opposing Viewpoints & National Geographic Kids (elementary only)	9/1/2026	8/31/2027	$122,250.00

		TOTAL	$227,469.62

(b) Payment. Upon receipt of an appropriate invoice from VENDOR, SBBC shall pay VENDOR for satisfactory commodities received and/or services rendered under this Second Amendment to Agreement shall be in accordance with section 2.06(a) and (b) of the First Amendment to Agreement.

4. **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

(a) this Second Amendment to Agreement; then
(b) the First Amendment; then
(c) the Agreement.

5. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

6. **Authority**. Each person signing this Second Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Nicole Vele GrayRobinson, P.A. as Cadre Counsel for
_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

CENGAGE LEARNING, INC.

ATTEST:

By: _____
Signature

_____
Corporate Secretary Signature
Print Name: _____

Print Name: Brian Risse

-or-

Title: VP, Sales Gale & Thorndike

_____
Witness Signature
Print Name: Eric Ely

Date: 5/18/2026

Witness Signature
Print Name: Tania Pecoraro

STATE OF Ohio
COUNTY OF Hamilton

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 5/18/2026 (*date*) by Brian Risse (*name of officer or agent, title of officer or agent*) of Cengage Learning, Inc. (*name of corporation acknowledging*), a Delaware (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced _____ (type of identification) as identification and who did first take an oath this 18th day of May, 2026.

My Commission Expires:

_____
Notary Public Signature

(SEAL)

JEAN D YACCHARI
Notary Public
State of Ohio
My Comm. Expires
April 25, 2029

Jean Yacchari
Printed Name of Notary

_____
Notary's Commission No.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-15.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

ITB-FY22-020 - Fortinet Enterprise Firewall

REQUESTED ACTION:

Approve the First Renewal for ITB-FY22-020 - Fortinet Enterprise Firewall, awarded to United Data Technologies Inc., d/b/a UDT, with budget authority in the amount of $1,741,314. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Renewal Letter

FINANCIAL IMPACT:

$1,741,314. Funding will be sourced from the Information System Division (ISD), General Fund, and Capital funding.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Matthew S. Bradford	Phone:	754-321-2607

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jul 14, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Matthew S. Bradford
Title: Chief Information Officer, Task Assigned
Phone: 754-321-2607

EXECUTIVE SUMMARY

ITB-FY22-020 - Fortinet Enterprise Firewall

Board Meeting Date: July 28, 2026

Requested Action:
Approve the First Renewal for ITB-FY22-020 - Fortinet Enterprise Firewall, awarded to United Data Technologies Inc., d/b/a UDT, with budget authority in the amount of $1,741,314.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• SBBC will renew coverage for critical Fortinet equipment, ensuring uninterrupted security operations, continued vendor support, and protection against evolving cyber threats.
If the School Board votes "No"	• Failure to renew coverage will expose our systems to potential vulnerabilities, disrupt support services, and increase the risk of security breaches.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• The return on investment for this renewal lies in maintaining a secure and reliable digital environment that protects students and staff while they access the internet, reducing the risk of cyber incidents and ensuring uninterrupted learning and operations.

Background/History:
SBBC's technology infrastructure, including security cameras, computers, smartboards, and phones, is safeguarded by firewalls. These systems thoroughly inspect data to ensure compliance with the Children's Internet Protection Act (CIPA). The enterprise infrastructure systems constitute the initial layer of defense for cybersecurity, safeguarding all systems within SBBC's data center, schools, and administration sites.

The additional budget authority will facilitate the renewal of coverage for Fortinet equipment responsible for verifying who or what is accessing SBBC systems and protecting the SBBC network from cyber threats.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	Original Agreement Term: August 31, 2021, through August 30, 2026; First Renewal Term: August 31, 2026, through August 30, 2027.
Multi-Year Agreement:	Yes, there is cost savings for operational efficiency achieved by this multi-year Agreement.
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Pursuant to Purchasing Policy 3800, in accordance with Rule 6A-1.012(1)(b), Florida Administrative Code, the term "invitation to bid" shall be defined for the purposes of this policy as a written solicitation for competitive sealed bids. An invitation to bid is used when the school district is capable of specifically defining the scope of work for which a contractual service is required or when the School Board is capable of establishing precise specifications defining the actual commodity or group of commodities required. A written competitive solicitation includes an invitation to bid that is publicly posted. A copy of the ITB documents is available online at: http://www.broward.k12.fl.us/supply/agenda/ITB_FY22-020_FortinetEnterpriseFirewall.pdf

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:
1. Funding for this item is included within the projected FY27 budget.
2. Funding will be sourced from the Information System Division (ISD), General Fund, and Capital funding.

New/Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
8/31/2026 – 8/30/ 2027	12 months	$1,741,314

Budget Authority Request(s)

This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
FY27	10 months	Information System Division (General Fund $704,340) Capital Funding (Capital Fund $1,036,974)	$1,741,314	Y

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY28	2 months	Information System Division Capital Funding	$0

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Not Applicable
School Selection /Prioritization	Not Applicable
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/ Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Renewal Letter

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	June 29, 2026
Previous Bid # (Ex: 10-004R):	FY22-020	**Buyer/PA:**	MAYA BALSECA
New Bid Award Total:	$6,344,181	**Bid Title:**	Fortinet Enterprise Firewall
Previous Award Total:	$4,602,867		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	8/31/2021	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	8/30/2026	**# of Months Into Bid:**	58

SPEND REPORTING	
Purchase Order(s) Spend:	$4,571,021
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$4,571,021**
Average Monthly Expenditure:	$78,811
Unused Authorized Spending:	**$31,846**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
120451-UNITED DATA TECHNOLOGIES INC	N/A		$ 4,571,021
	PO VENDOR SPEND:		**$ 4,571,021**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 4,571,021**

NOTES (Type Below):

Certification Types*

Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	1380098580	**Name** (First & Last)	Jason Greenberg
Fund	3000	**Title**	Director
Functional Area	7400000000000000	**Department/School Name**	Infrastructure Services
Commitment Item	5648000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	Prepared on:	6/29/2026

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Established 1915
BROWARD County Public Schools

Procurement & Logistic Operations
John Wesley White, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
john.white2@browardschools.com
www.browardschools.com/procurement

The School Board of Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

May 28, 2026

United Data Technologies Inc. dba UDT
Joe Montesinos
2900 Monarch Lakes Boulevard, Suite #300
Miramar, Florida, 33027

Email: joe.montesinos@udtonline.com
Phone: 954-308-5100

Subject:	Letter of Renewal of the Contract
ITB #:	FY22-020
ITB Title:	Fortinet Enterprise Firewall

Dear Mr. Montesinos:

The above-referenced contract expires on 6/30/2026. In accordance with Special Condition 3.2 Contract Renewal of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 8/31/2026 through 8/30/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this ITB award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded ITB and your agreement to maintain the current awarded price(s)/discount.

☑ Yes, I offer to renew the current contract award at the current awarded price(s). Renewal quantities and equipment have changed, but we will honor same discount off current part numbers and list price.

☐ No, I do not wish to renew the current contract award.

Please sign and date this document in the space provided and return it to my attention no later than 6/4/2026. If you fail to respond by this date, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Maya Balseca
Maya Balseca
Purchasing Agent III

VENDOR RESPONSE

Fernando Fernandez
Fernando Fernandez (Jun 4, 2026 15:52:53 EDT)
Jun 4, 2026

Signature/Date - Authorized Representative

Fernando Fernandez

Printed Name - Authorized Representative

Cc: Jason Greenberg, Director, Infrastructure Services

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-16.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

ITB-FY23-013 – Recycling Services

REQUESTED ACTION:

Approve the Second Renewal of Invitation to Bid (ITB) ITB-FY23-013 – Recycling Services awarded to Coastal Waste & Recycling of Broward County, LLC, with budget authority in the amount of $380,000. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Renewal Letter
- Evaluation

FINANCIAL IMPACT:

$380,000. The ITB will be funded through existing utility refuse budget in the General fund.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Mark D. Dorsett	Phone:	754-321-2659

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jul 14, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Mark D. Dorsett
Title: Chief Facilities Officer-Task Assigned
Phone: 754-321-2659

EXECUTIVE SUMMARY

ITB-FY23-013 – Recycling Services

Board Meeting Date: July 28, 2026

Requested Action:
Approve the Second Renewal of Invitation to Bid (ITB) ITB-FY23-013 – Recycling Services awarded to Coastal Waste & Recycling of Broward County, LLC, with budget authority in the amount of $380,000.

General Information

The following information outlines the governing authority, Districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• The ITB renewal ensures uninterrupted recycling services that advance the District's sustainability objectives by reducing landfill dependency, promoting resource conservation, and embedding sustainable practices into daily operations systemwide.
If the School Board votes "No"	• The School Board of Broward County, Florida (SBBC), will experience interruptions in recycling services across schools and administrative facilities, resulting in increased disposal of materials in landfills, increasing disposal costs, limiting resource conservation, and hindering the progress of sustainability practices.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• BBC's Recycling Program diverts approximately 85,000 yards of recyclable commodities out of the regular solid waste stream. This translates to approximately $700,000 per year in cost avoidance. This value is expected to increase as we continue to see an increase in participation, and solid waste expenses continue to escalate.

Background/History
The original Agreement was approved at the Regular School Board Meeting (RSBM) on May 17, 2022 (OO-24) with $1,357,000 in budget authority. The first 12-month renewal and budget authority of $256,000 (OO-11) was approved on August 19, 2025. The total budget authority approved to date is $1,613,000.

The Energy & Sustainability Office of the Sustainability & Compliance (S&C) manages the Recycling Program at 251 Schools and Administrative sites throughout the District. The utilization of this Agreement provides for the weekly collection and processing of recyclable materials generated within the School District. Items available to be collected for recycling and processing are cardboard, paper, glass, metal, and plastic. After recyclable materials are delivered to the processing facility in Pompano Beach, Florida, they undergo a sorting and separation process. Once sorted, the recyclable materials are sent to their respective end-use facilities for further processing or reuse. Any municipal solid waste (MSW) or non-recyclable materials identified during sorting are diverted to the incinerator for disposal.

As part of this ITB, the vendor assists in providing program outreach and training to various school and department staff. The vendor pays commodity rebates for materials generated; however, at this time, rebates are not currently being received due to the low market value of the commodities (recyclables). However, the District receives a (monthly) rebate to supplement the cost of one staff position that manages the contract, billing, and daily SBBC facility interactions.

The following shows the volume of recyclable materials collected from our schools monthly (January, February, and March 2026).

BCSB Recycling Estimates - Q1 2026			
	Jan-26	Feb-26	Mar-26
Yards	8,073	8,046	6,914
Tons - SSR	116.50	116.11	99.77

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	The original ITB was for a term of 36 months, October 01, 2022, through September 30, 2025, with two one-year renewal extensions.
Multi-Year Agreement:	The original ITB term expired on September 30, 2025; The First Renewal Term is in effect, October 01, 2025, through September 30, 2026; The Second Renewal Term for 12 months begins October 1, 2026, through September 30, 2027.
Procurement Method:	**Piggyback Agreement** (yes/No): No

	Acquisition Method: Pursuant to Purchasing Policy 3800 and Rule 6A-1.012(1)(b), Florida Administrative Code, an Invitation to Bid (ITB) is a written competitive solicitation used when the School District can clearly define the scope of work for a service or establish precise specifications for the commodities being purchased. Invitations to Bid are publicly posted and require vendors to submit sealed competitive bids. A copy of the ITB documents is available online at: http://www.broward.k12.fl.us/supply/agenda/ITB_FY23-013_RecyclingServices.pdf

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. Approval of this item will result in a total financial impact to the District of $ 380,000.
2. The ITB will be funded through the existing utility refuse budget in the General Fund.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
10/01/2026 – 9/30/2027	12 months	$380,000

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
FY27	9 months	General Fund-Utility Budget	$285,000	Y

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY28	3 months	General Fund-Utility Budget	$95,000

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Recycling plays a vital role in advancing both fiscal responsibility and environmental sustainability across SBBC. By diverting significant volumes of recyclable materials from the waste stream, the program reduces refuse disposal costs, increases available space in the landfill, and maximizes the efficient use of District resources. In addition, the Recycling Program supports educational outcomes by promoting environmental awareness, resource conservation, and responsible habits among students. Schools serve as a model for sustainable practices, helping to instill lifelong values that extend beyond the classroom and into the broader community.
School Selection /Prioritization	Participation is open to all schools across the District without prioritization.
Community/ Stakeholder Engagement	Implementation of this ITB strengthens the District's role as a key community partner in Broward County's regional recycling and waste reduction efforts, supporting coordinated outreach, education, and stakeholder engagement initiatives that promote increased participation and long-term sustainable behavior.
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Renewal Letter
Exhibit C: Evaluation

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	May 26, 2026
Previous Bid # (Ex: 10-004R):	FY23-013	**Buyer/PA:**	EDGAR LUGO
New Bid Award Total:		**Bid Title:**	Recycling Services
Previous Award Total:	$1,613,000		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	10/1/2022	**New Bid Term (In Months):**	
Previous Bid Term (End Date):	9/30/2026	**# of Months Into Bid:**	43

SPEND REPORTING	
Purchase Order(s) Spend:	$1,512,874
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$1,512,874**
Average Monthly Expenditure:	$35,183
Unused Authorized Spending:	**$100,126**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION			
Awarded Vendors:	**Certification Type:**	**Ethnicity / Gender:**	**Spend:**
134783-COASTAL WASTE & RECYCLING OF BROWAR	N/A		$ 1,512,874
	PO VENDOR SPEND:		**$ 1,512,874**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 1,512,874**

NOTES (Type Below):

Certification Types*

Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	1340096090	**Name** (First & Last)	ALISON WITOSHYNSKY
Fund	1000	**Title**	DIRECTOR
Functional Area	7903721740000000	**Department/School Name**	ENVIRONMENTAL CONSERVATION & UTILITIES MANAGEMENT
Commitment Item	53810000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**6/7/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Established 1915
BROWARD
County Public Schools

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/procurement

The School Board of Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

May 18, 2026

Coastal Waste & Recycling of Broward County, LLC
Attn: John Casagrande email: jcasagrande@coastalwasteinc.com
1840 NW 33rd St.
Pompano Beach, Florida 33064

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY23-013
ITB Title:	Recycling Services

Dear Mr. Casagrande,

The above-referenced contract expires on 9/30/2026. In accordance with Special Condition 4.4 of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 10/1/2026 through 9/30/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this ITB award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded ITB and your agreement to maintain the current awarded price(s)/discount.

☑ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ No, I do not wish to renew the current contract award.

Please sign and date this document in the space provided and return it to my attention no later than 5/20/2026. If you fail to respond by this date, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Edgar Lugo

Manager, Construction Sourcing

VENDOR RESPONSE

TZ 5/26/26
Signature/Date - Authorized Representative

Trevor Black 5/26/26
Printed Name - Authorized Representative

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Logistic Operations Department in determining the quality of goods and/or services purchased for the District. Your input will be used in evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:
Procurement & Logistic Operation Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY23-013	**Bid Title:** Recycling Services
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: Coastal Waste & Recycling of Broward County, LLC	
Contact Name:	**Contact Phone #: ( ) -**

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☑	☐
Delivery as scheduled or promised	☐	☐	☐	☑	☐

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☑

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☑	☐
Quality as compared to similar products/services	☐	☐	☐	☑	☐
Prices as compared to similar products/services	☐	☐	☐	☑	☐

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Gianet Puma	**Title:** Project Manager	**Contact Phone #:** (754) 321 - 4221
School/Department: Environmental Health & Safety		
Participant's Signature: Gianet Puma		**Date:** 05/26/2026

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-17.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

ITB-FY24-053 – Floor Machines, Supplies, and Repair Parts

REQUESTED ACTION:

Approve the First Renewal for Invitation to Bid (ITB) ITB-FY24-053 – Floor Machines, Supplies, and Repair Parts to the following two Vendors: 1) Dade Paper & Bag, LLC; 2) South Florida Janitorial & Pool Supply, Inc., with budget authority in the amount of $1,267,140. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The First Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Original Agreement
- First Amendment

FINANCIAL IMPACT:

$1,267,140. The Agreement will be funded from the PPO Departments General Fund budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 1: Early Literacy Proficiency

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jul 14, 2026

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Mark D. Dorsett
Title: Chief Facilities Officer, Task Assigned
Phone: 754-321-2659

EXECUTIVE SUMMARY

ITB-FY24-053 – Floor Machines, Supplies, and Repair Parts

Board Meeting Date: July 28, 2026

Requested Action:
Approve the First Renewal for Invitation to Bid (ITB) ITB-FY24-053 – Floor Machines, Supplies, and Repair Parts to the following two Vendors: 1) Dade Paper & Bag, LLC; 2) South Florida Janitorial & Pool Supply, Inc., with budget authority in the amount of $1,267,140.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Yes. The maintenance and repair of flooring is required, as noted in the State Requirements for Educational Facilities (SREF), Florida Department of Education, Chapter 5, 2014 Edition.
If the School Board votes "Yes"	• The Physical Plant Operations (PPO) Department will have the ability to purchase institutional-grade floor cleaning machines, supplies, and parts at single-fixed percentage discounts from various catalogs. This bid is also utilized to purchase supplies and parts such as bags, hoses, and accessories that are necessary for the efficient operation of the equipment and to maintain a safe and clean educational environment for the District schools and administrative sites. Purchases are made directly from the Manufacturer in a timely manner, yielding cost savings to the District.
If the School Board votes "No"	• The PPO Department may be unable to procure floor cleaning machines, as well as the necessary parts and accessories, in an efficient and timely manner. Purchasing through alternate Vendors, may result in increased costs due to price markups. In addition, delays in procurement could hinder the District's ability to maintain a safe, clean, and healthy environment at Schools and Administrative Sites District-wide. Limited access to floor cleaning equipment, parts and accessories may also adversely affect indoor air quality.

Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• The discounts received from the manufacturers provide cost savings to the District, and the PPO Department can provide reliable floor cleaning services at all Schools and Administrative Sites – District-wide.

Background/History
This bid is utilized by the PPO Department to purchase institutional-grade floor cleaning machines, supplies, and parts at single-fixed percentage discounts from various catalogs. These machines range from vacuum cleaners, extractors, floor scrubbers and burnishers, among others, to maintain a safe and clean educational environment for the District Schools and Administrative Sites. This bid is also utilized to purchase supplies and parts such as bags, hoses, and accessories that are necessary for the efficient operation of the equipment. Additionally, the stockroom and PPO use this bid to buy parts necessary to repair and maintain District floor cleaning equipment.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	Original ITB: September 1, 2023, through August 31, 2026. First Renewal Term: September 1, 2026, through August 31, 2027.
Multi-Year Agreement:	Yes. This is the First Renewal of two.
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Pursuant to Purchasing Policy 3800, in accordance with Section 6A-1.012(1)(b), Florida Administrative Code, the term "invitation to bid" shall be defined for the purposes of this policy as a written solicitation for competitive sealed bids. An invitation to bid is used when the School District is capable of specifically defining the Scope of Work for which a contractual service is required or when the School Board is capable of establishing precise specifications defining the actual commodity or group of commodities required. A written competitive solicitation includes an invitation to bid that is publicly posted. A copy of the ITB documents is available online at: http://www.broward.k12.fl.us/supply/agenda/ITB-FY24-053_FloorMachines,Supplies,andRepairParts.pdf

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. The financial impact to the District is approximately $ 6,504,392, with the budget authority request of $1,267,140 for the next 12 months.
2. The ITB will be funded from the PPO Department's General Fund budget.

New/Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
9/1/2026 – 8/31/2027	12 months	$1,267,140

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
FY27	10 months	PPO Department General Fund Budget	$1,055,950	Y

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
FY28	2 months	PPO Department General Fund Budget	$211,190

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of

Impact on Schools	Yes. The impact on schools is the maintenance and repair of flooring at all Schools and Facilities – District-wide.
School Selection /Prioritization	Maintenance and repairs are performed during preventive routine maintenance and upon receipt of emergency requests.
Community/ Stakeholder Engagement	Not Applicable

End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Renewal Letters-2
Exhibit C: Evaluations-2

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	May 21, 2026
Previous Bid # (Ex: 10-004R):	FY24-053	**Buyer/PA:**	THAIS SOUZA
New Bid Award Total:	$6,504,392	**Bid Title:**	Floor Machines, Supplies and Repair Parts
Previous Award Total:	$5,237,252		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	9/1/2023	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	8/31/2026	**# of Months Into Bid:**	32

SPEND REPORTING	
Purchase Order(s) Spend:	$3,176,263
P Card Purchases:	$210,092
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$3,386,355**
Average Monthly Expenditure:	$105,824
Unused Authorized Spending:	**$1,850,897**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION			
Awarded Vendors:	**Certification Type:**	**Ethnicity / Gender:**	**Spend:**
104424-SOUTH FLORIDA JANITORIAL AND	N/A		$ 3,104,805
132770-IMPERIAL DADE	N/A		$ 71,458
	PO VENDOR SPEND:		**$ 3,176,263**
	P-CARD SPEND:		**$ 210,092**
	TOTAL SPEND:		**$ 3,386,355**

NOTES (Type Below):

Certification Types*
Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	District-wide	**Name** (First & Last)	Mark Dorsett
Fund	District-wide	**Title**	Chief Operations Officer, Task Assigned
Functional Area	District-wide	**Department/School Name**	Physical Plant Operations
Commitment Item	District-wide	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**6/3/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Established 1915
BROWARD
County Public Schools

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/procurement

The School Board of Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

5/21/2026

Dade Paper & Bag, LLC dba Imperial Dade
Attn: Vickie Scaglione
9601 NW 112 Ave.
Miami, FL 33178

Email: vscaglione@imperialdade.com
Phone: 954-520-2150

Subject:	Letter of Renewal of the Contract
ITB #:	FY24-053
ITB Title:	Floor Machines, Supplies and Repair Parts

Dear Ms. Scaglione,

The above-referenced contract expires on 8/31/2026. In accordance with Special Condition 6 of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 9/1/2026 through 8/31/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this ITB award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded ITB and your agreement to maintain the current awarded price(s)/discount.

☑ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ No, I do not wish to renew the current contract award.

Please sign and date this document in the space provided and return it to my attention ASAP. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Thais Souza

Thais Souza
Purchasing Agent IV

VENDOR RESPONSE

Vickie Scaglione
Signature/Date - Authorized Representative

Vickie Scaglione
Printed Name - Authorized Representative

Cc: Mark Dorsett, Chief Operations Officer (Task Assigned)

Established 1915
BROWARD
County Public Schools

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/procurement

The School Board of Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

5/21/2026

South Florida Janitorial & Pool Supply, Inc.
Attn: George Gross
2119 North Congress Avenue
Riviera Beach, FL 33404

Email: ggross@sfjp.com
Phone: 954-520-2150

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY24-053
ITB Title:	Floor Machines, Supplies and Repair Parts

Dear Mr. Gross,

The above-referenced contract expires on 8/31/2026. In accordance with Special Condition 6 of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 9/1/2026 through 8/31/2027. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this ITB award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded ITB and your agreement to maintain the current awarded price(s)/discount.

☑ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ No, I do not wish to renew the current contract award.

Please sign and date this document in the space provided and return it to my attention ASAP. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Thais Souza

Thais Souza
Purchasing Agent IV

VENDOR RESPONSE

George Gross 5/21/2026
Signature/Date - Authorized Representative

George Gross
Printed Name - Authorized Representative

Cc: Mark Dorsett, Chief Operations Officer (Task Assigned)

PROCUREMENT & WAREHOUSING SERVICES
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:
Procurement & Warehousing Services Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: ITB-FY24-053 **Bid Title:** Floor Machines, Supplies And Repair Parts (Catalog)
Purchase Order #: **Product/Service Provided:**
Supplier (Company) Name: Dade Paper & Bag, LLC
Contact Name: VICKIE SCAGLIONE **Contact Phone #:** (407) 619 - 3321

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☑	☐
Delivery as scheduled or promised	☐	☐	☐	☑	☐

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☑

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☑	☐
Quality as compared to similar products/services	☐	☐	☐	☑	☐
Prices as compared to similar products/services	☐	☐	☐	☑	☐

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: SILVIA S VALVEZN **Title:** STOCK CLERK P&I **Contact Phone #:** (754) 321 - 4616
School/Department: MATERIALS LOGISTIC
Participant's Signature: Silvia Valvezn. **Date:** 05/21/2026

PROCUREMENT & WAREHOUSING SERVICES

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:
Procurement & Warehousing Services Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: ITB-FY24-053 **Bid Title:** Floor Machines, Supplies And Repair Parts (Catalog)

Purchase Order #: **Product/Service Provided:**

Supplier (Company) Name: South Florida Janitorial & Pool Supply, Inc.

Contact Name: George Gross **Contact Phone #:** (561) 848 - 7002

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☑	☐
Delivery as scheduled or promised	☐	☐	☐	☑	☐

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☑

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☑	☐
Quality as compared to similar products/services	☐	☐	☐	☑	☐
Prices as compared to similar products/services	☐	☐	☐	☑	☐

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: SILVIA S VALVEZAN **Title:** STOCK CLERK P&I **Contact Phone #:** (754) 321 - 4616

School/Department: MATERIALS LOGISTIC

Participant's Signature: Silvia Valvezan **Date:** 05/21/2026

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-18.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

PY26-196 – Printing and Graphics Program Device

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Konica Minolta Business Solutions U.S.A., Inc., with budget authority in the amount of $139,000. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Agreement
- Notice of Intent

FINANCIAL IMPACT:

$139,000. Funds are included in the FY27 McFatter Technical College (MTC) Workforce budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 4: College & Career Readiness **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jul 14, 2026

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

PY26-196 – Printing and Graphics Program Device

Board Meeting Date: July 28, 2026

Requested Action:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Konica Minolta Business Solutions U.S.A., Inc., with budget authority in the amount of $139,000.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not applicable
Statutory Requirement	• Not applicable
If the School Board votes "Yes"	• SBBC will be able to provide students with hands-on training on commercial printers for the postsecondary communications program, helping ensure high-wage, high-skill Career Technical Education training and job placement within the industry.
If the School Board votes "No"	• SBBC will not be able to offer students hands-on instruction with industry-standard commercial printers. This may decrease the employability of postsecondary completers.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 4: College & Career Readiness • Guardrail 2: Equity
Measurable Outcome(s)/Return on Investment	• This investment yields a multi-year return by producing job-ready graduates, reducing instructional cost per student, sustaining a high-demand workforce program, and ensuring equitable access to industry-standard technology while maintaining predictable, controlled expenditures over a 60-month period.

Background/History
The printer is aligned with industry standards and used for the Multimedia Digital Printing Program, which uses the printer to produce a wide range of commercial and creative print products as part of the hands-on, portfolio-based instruction. Students design and print real-world materials. The printer is used for logo and branding materials, business forms, newsletters, brochures, certificates, graduation booklets, business cards, and package designs. In addition to individual products, students complete both online portfolios and a printed portfolio showcasing their work, reflecting industry standards and preparing them for employment in graphic design and digital press operations. This printer allows students to experience the complete production process from design through final output.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	60-month term commencing upon Installation.
Multi-Year Agreement:	Yes, utilizing a multi-year cooperative Agreement ensures a streamlined procurement process, pre-competed pricing to deliver cost savings, and uninterrupted copier services over the lease term.
Procurement Method:	**Piggyback Agreement** (Yes/No): Yes, Cooperative NASPO ValuePoint. **Acquisition Method**: Pursuant to Purchasing Policy 3800, Section 6A-1.012(6), Florida Administrative Code, and Section 1001.451, Florida Statutes, in lieu of requesting competitive solicitations from three (3) or more sources, the School Board may make alternative ("piggyback") purchases at or below the specified prices from competitively solicited contracts awarded by other city or county governmental agencies, other district school boards, regional consortium service organizations, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements. In order to exercise this authority, the proposer awarded a contract by another entity listed above must agree to permit The School Board to make alternative ("piggyback") purchases upon terms, conditions, and prices (or below such prices) that are materially the same as those that were competitively awarded through the other entity's contract, and the school district has determined such alternative ("piggyback") purchases to be of economic advantage. Staff obtained proposals from two additional National Cooperative sources: **OMNIA Partners** – The lease was comparable in price, but the B&W and color copies were higher in price per copy, which would result in increased overall costs to the district over the term of the agreement. **Sourcewell** – The lease and the price per copy were both higher than NASPO ValuePoint and therefore not a good option for SBBC. A copy of the Piggyback documents is available online at: http://www.broward.k12.fl.us/supply/agenda/44100000-24-NASPO-ACSforMulti-FunctionDevices,Copiers,andRelatedSoftwareandServices.pdf http://www.broward.k12.fl.us/supply/agenda/NASPOValuePointMasterAgreementTermsandConditions_KonicaMinolta.pdf

Table B: Financial Impact, Funding Source, and Budget Authority *This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.*		
Budget Impact Summary Statement: 1. Funds are included in the FY27 McFatter Technical College (MTC) Workforce budget. 2. MTC has available funding within the FY27 MTC Workforce budget.		
New/Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
10/31/2026 – 10/30/2031	60 months	$139,000

Budget Authority Request(s) *This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.*				
Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
FY27	8 months	Workforce Funds	$18,533	Y
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	
FY28	12 months	Workforce Funds	$27,800	
FY29	12 months	Workforce Funds	$27,800	
FY30	12 months	Workforce Funds	$27,800	
FY31	12 months	Workforce Funds	$27,800	
FY32	4 months	Workforce Funds	$9,267	

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Approval of this item ensures continued access to industry-standard commercial printing equipment necessary for high-quality instruction in the Printing and Graphics program. The device supports hands-on, production-based learning, improves workforce readiness, and helps maintain program relevance and sustainability, SBBC.
School Selection /Prioritization	McFatter Technical College, District-wide.

Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Agreement
Exhibit C: Notice of Intent

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	PY26-196	**Preparation Date:**	May 29, 2026
Previous Bid # (Ex: 10-004R):	FY22-263	**Buyer/PA:**	Susanne Dale
New Bid Award Total:	$139,000	**Bid Title:**	Printing and Graphics Program Device
Previous Award Total:			
Bid Type:	Piggyback		
Previous Bid Term (Start Date):		**New Bid Term (In Months):**	60
Previous Bid Term (End Date):		**# of Months Into Bid:**	

SPEND REPORTING	
Purchase Order(s) Spend:	
P Card Purchases:	
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$0**
Average Monthly Expenditure:	
Unused Authorized Spending:	**$0**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION			
Awarded Vendors:	**Certification Type:**	**Ethnicity / Gender:**	**Spend:**
	PO VENDOR SPEND:		$ -
	P-CARD SPEND:		$ -
	TOTAL SPEND:		$ -

NOTES (Type Below):

Certification Types*

Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	3483512910	**Name** (First & Last)	Neeta Rancourt
Fund	1000	**Title**	Principal/Director
Functional Area	5653000000000000	**Department/School Name**	Technical schools
Commitment Item	53620000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**6/3/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.
(hereinafter referred to as "KONICA MINOLTA" or "Vendor"),
a New York corporation for profit
authorized to do business in Florida,
whose principal place of business is
100 Williams Drive, Ramsey, New Jersey 07446

A. **WHEREAS**, pursuant to Rule 6A-1.012(6), Florida Administrative Code, and SBBC Policy 3800, in lieu of requesting competitive solicitations from three (3) or more sources, SBBC may make alternative ("piggyback") purchases at or below the specified prices from competitively solicited contracts awarded by other city or county governmental agencies, other district school boards, regional consortium service organizations, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements; and

B. **WHEREAS**, as required by Section 1001.42(10)(j), Florida Statutes, and pursuant to Rule 6A-1.012(5), Florida Administrative Code and SBBC Policy 3800, the district school board shall receive and give consideration to the prices available to it under rules of the Department of Management Services ("DMS"), Division of Purchasing. District school boards may use prices established by the DMS Division of Purchasing through its state purchasing agreement price schedule. If district school board policy provides for purchasing under this program of state purchasing agreements, the conditions for use shall be those imposed on state agencies; and

C. **WHEREAS**, on December 8, 2023, the State of Colorado received bids or proposals in response to a competitive solicitation (RFP-NP-23-001) to provide copiers, printers and related devices; and

D. **WHEREAS**, August 1, 2024, the DMS Division of Purchasing approved the award of RFP-NP-23-001 (Alternate Contract Source No. 44100000-24-NASPO-ACS; Master Agreement

187962) to KONICA MINOLTA for a term of August 1, 2024 through July 31, 2026 renewable for an additional three (3) one (1) year terms upon mutual agreement of the parties; and

E. **WHEREAS**, SBBC has determined that it is to the school district's economic advantage to make purchases from the contract awarded under RFP-NP-23-001; and

F. **WHEREAS,** SBBC desires to purchase and/or lease copier devices and services from Konica Minolta at the same terms, conditions and at or below prices set forth in 44100000-24-NASPO-ACS; Master Agreement 187962.

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

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences upon execution of all parties below ("Effective Date") and concludes at the end of the initial lease term, which in this case is sixty (60) months from the date of installation, unless terminated earlier pursuant to section 3.05 of this Agreement.

2.2 **KONICA MINOLTA Responsibilities**. KONICA MINOLTA shall provide a leased c751i printer/copier machine configured as listed in the cost section below in addition to service that includes toner, developer, staples, parts and repair.

2.3 **SBBC's Responsibilities**. SBBC shall comply with KONICA MINOLTA's use instructions for the c751i color printer/copier.

2.4 **Cost**. KONICA MINOLTA'S written proposal for all goods and services shall be based on the terms, conditions and at or below the costs identified in 44100000-24-NASPO-ACS; Master Agreement 187962 as follows:

FIXED, RECURRING MONTHLY COSTS		
QUANTITY	**ITEM DESCRIPTION**	**60 Mth FMV**
1	c751i COLOR COPIER/PRINTER W/ DF-713	
1	LU-205 LARGE CAPACITY TRAY	

1	RU-519 RELAY UNIT	
1	FS-540 SD 100 SHEET BOOKLET FINISHER	
1	PK-526 2/3-HOLE PUNCH UNIT FOR FS-540	
1	ZU-609 Z FOLDING UNIT	
1	IC-420 FIERY CONTROLLER	
1	KIT OPTION ES-3000 HARDWARE ONLY	
1	FIERY IMPOSE-COMPOSE 4 YEAR SUBSCRIPTION	
1	VI-516 INTERFACE KIT	
1	PWRFILTER W PREMIUM INRUSH 120V/20A	
1	BIZHUB SECURE	
Total Fixed Monthly Payment		$545.09

(a) In addition to the fixed recurring monthly costs, the following costs shall be assessed monthly, based on a meter reading from the device, per copy generated from the device for the prior month:

Description	Cost per Copy
B&W Impressions	$.0045
Color Impressions	$.043

(b) Service Contract - Includes all parts, labor, supplies and toner, *excluding paper. Hard Drive Sanitization Cost – Free of charge. Hard Drive Replacement cost c751i - $300.00.

2.5 **Payment.** Upon delivery, installation and training on the use of the device identified in each Purchase Order, KONICA MINOLTA may commence monthly invoicing to SBBC. KONICA MINOLTA's invoices shall state the assigned purchase order number for verification by SBBC Accounts Payable. All invoices submitted are subject to the approval of the Director of the SBBC department where the device is located and must include the charges itemized including the starting meter read for the prior month, ending meter read for the prior month, number of B/W and color copies. All approved KONICA MINOLTA invoices will be paid net thirty (30) calendar days.

2.6 **No Disclosure of SBBC Education Records, Employee Records, Security Records and Proprietary Records.**

2.6.1 SBBC shall not disclose any education records to KONICA MINOLTA pursuant to this Agreement. However, should KONICA MINOLTA come into contact with SBBC education records during the course of contracted responsibilities, such SBBC records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. KONICA MINOLTA's use or re-disclosure of SBBC education records may violate applicable federal and state laws. Likewise, no SBBC employee records, security records,

or proprietary records shall be disclosed by SBBC to KONICA MINOLTA. Should KONICA MINOLTA come into contact with SBBC employee records, security records, and/or proprietary records, such records may not be re-disclosed except as required or permitted by law.

2.6.2 Konica Minolta will ensure the bizhub SECURE solution is applied by a Konica Minolta technician to enable device-level security controls, including SSD encryption, storage access protection, and automated data-deletion settings. With this solution enabled, no SBBC data will be disclosed nor shared with Konica Minolta.

2.7 **KONICA MINOLTA Safeguarding the Confidentiality of SBBC Education Records**.

2.7.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, Konica Minolta shall:

2.7.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.7.1.2 Hold any SBBC education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each District student or a District student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.7.1.3 Notify SBBC's Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of SBBC education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.7.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, Konica Minolta shall:

2.7.2.1 Ensure that, at all times, all of Konica Minolta's employees who have access to any SBBC education records during the term of their employment shall abide strictly by Konica Minolta's obligations under this Agreement, and that access to education records is limited only to Konica Minolta's employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of Konica Minolta's employees to SBBC upon request; and

2.7.2.2 Safeguard each SBBC education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the

SBBC education records and information in accordance with FERPA's privacy requirements; and

2.7.2.3 Notify SBBC's Director of Information Security and Assurance immediately upon discovery of an electronic breach of confidentiality of SBBC education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.7.2.4 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, to the extent such breach is caused by KONICA MINOLTA's acts or omissions, or reimburse SBBC any reasonable, documented direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.7.2.5 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law, to the extent such failure is attributable to KONICA MINOLTA or any subcontractor or agent, engaged by KONICA MINOLTA in connection with the performance of services under this Agreement.

2.7.3 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.8 **Inspection of KONICA MINOLTA'S Records by SBBC**. KONICA MINOLTA shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All KONICA MINOLTA's applicable records directly relating to this Agreement, and all applicable, directly related records of any subcontractor engaged by KONICA MINOLTA in the performance of services under this Agreement, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of KONICA MINOLTA directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

2.8.1 Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to KONICA MINOLTA's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to KONICA MINOLTA pursuant to this Agreement.

2.8.2 Notice of Inspection. SBBC's agent or its authorized representative shall provide KONICA MINOLTA reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

2.8.3 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to KONICA MINOLTA's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

2.8.4 Failure to Permit Inspection. Failure by KONICA MINOLTA to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any KONICA MINOLTA's claims for payment.

2.8.5 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by KONICA MINOLTA in excess of five percent (5%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by KONICA MINOLTA. If the audit discloses billings or charges to which KONICA MINOLTA is not contractually entitled, KONICA MINOLTA shall pay said sum to SBBC within thirty (30) calendar days of receipt of written demand, provided that KONICA MINOLTA shall have the opportunity to review and respond to the audit findings before any payment obligation arises.

2.8.6 Inspection of Subcontractor's Records. If applicable, KONICA MINOLTA shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by KONICA MINOLTA to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to KONICA MINOLTA pursuant to this Agreement and such excluded costs shall become the liability of KONICA MINOLTA.

2.8.7 Inspector General Audits. KONICA MINOLTA shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.9 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Central Regional Superintendent, Teaching & Learning The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Second Copy to:	Director, McFatter Technical College The School Board of Broward County, Florida 6500 Nova Drive Davie, Florida 33317
To KONICA MINOLTA:	Government Contracts Office Konica Minolta Business Solutions USA, Inc. 1595 Spring Hill Road, Suite 410 Vienna, Virginia 22182

2.10 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.11 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, KONICA MINOLTA , when executing, renewing, or extending an agreement with SBBC must provide an affidavit (**Exhibit A** attached hereto) signed by an officer or representative of KONICA MINOLTA under penalty of perjury stating that KONICA MINOLTA does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject KONICA MINOLTA to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if KONICA MINOLTA is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with KONICA MINOLTA's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this

Agreement.

2.12 **Certification Regarding Scrutinized Activities.** Pursuant to Section 287.135, Florida Statutes, any contract with SBBC for goods or services of any amount entered into or renewed on or after:

1. July 1, 2018, may be terminated at SBBC's option if the awardee is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel.
2. July 1, 2025, may be terminated at SBBC's option if the awardee is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel.

Section 287.135(2)(a), Florida Statutes, prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing an Agreement for $100,000 or more if, at the time of contracting or renewal, the company or other entity is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company or other entity is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, both created pursuant to Section 215.473, Florida Statutes, or the company or other entity is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies or Other Entities that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies or Other Entities that Boycott Israel List, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria.

2.13 **Background Screening.** KONICA MINOLTA shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully com-plete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of KON-

ICA MINOLTA's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This back-ground screening will be conducted by SBBC in advance of KONICA MINOLTA or its personnel providing any services under this Agreement. KONICA MINOLTA shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to KONICA MINOLTA and its personnel. The parties agree that the failure of KONICA MINOLTA to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit KONICA MINOLTA to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. KONICA MINOLTA agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage to the extent resulting from KONICA MINOLTA's negligent failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.14 **Public Records**. The following provisions are required by Section 119.0701, Flor-ida Statutes, and may not be amended. KONICA MINOLTA shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, KONICA MINOLTA shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. KONICA MINOLTA shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not dis-closed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if KONICA MINOLTA does not transfer the public records to SBBC. Upon completion of the Agreement, KONICA MINOLTA shall transfer, at no cost, to SBBC all public records in possession of KONICA MINOLTA or keep and maintain public records required by SBBC to perform the services required under the Agreement. If KONICA MINOLTA transfers all public records to SBBC upon completion of the Agreement, KONICA MINOLTA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If KONICA MINOLTA keeps and maintains public records upon completion of the Agreement, KONICA MINOLTA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGE-

MENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.15 **Proprietary Information**.

2.15.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials. If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the re-quested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the re-quested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.16 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.16.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.16.2 By KONICA MINOLTA. For any and all third-party claims,

actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with this Agreement (including any determination arising out of or related to this Agreement that KONICA MINOLTA or its employees, agents subcontractors, assignees, or delegates are not independent contractors in relation to SBBC), KONICA MINOLTA shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless SBBC (including each of its current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property, to the extent caused by KONICA MINOLTA's negligence or greater culpability. Without limiting this indemnification requirement, SBBC may provide KONICA MINOLTA (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at KONICA MINOLTA's sole expense, and (iii) assistance in defending the action at KONICA MINOLTA's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of SBBC. Nothing herein is intended to act as a waiver of SBBC's sovereign immunity or to be deemed consent by SBBC, or its subdivisions to suit by third parties.

Limitation of Liability. For all claims against KONICA MINOLTA under this Agreement, and regardless of the basis on which the claim is made, KONICA MINOLTA's aggregate liability for direct damages under this Agreement will be limited to the greater of $250,000.00 or in aggregate one and one-half (1.5) times the total payments made by SBBC to KONICA MINOLTA for the products or services in question in the twelve (12) months immediately preceding the first occurrence of the event giving rise to such liability. This limitation will not apply to any claim arising under an indemnity provision of this Agreement or any provision of this Agreement relating to insurance required to be provided by KONICA MINOLTA. Unless otherwise specifically enumerated in this Agreement, no party will be liable to the other for special, indirect, punitive, or consequential damages, including lost data or records (unless this Agreement requires KONICA MINOLTA to back-up data or records), even if the party has been advised that such damages are possible. No party will be liable for lost profits, lost revenue, or lost institutional operating savings.

For damages other than those excluded in the preceding paragraph, SBBC's liability is limited to: (1) if the damage is SBBC's failure to pay amounts due to KONICA MINOLTA for products received and accepted by SBBC pursuant to this Agreement, then only the amount due for such products and any interest owed under Section 215.422, Florida Statutes; or (2) in the event the damage is not related to SBBC's failure to comply with the payment provisions of this Agreement, to the maximum of the limited waiver of sovereign immunity provided for in Section 768.28, Florida Statutes.

2.17 **Insurance Requirements**. KONICA MINOLTA shall comply with the following insurance requirements throughout the term of this Agreement:

2.17.1 General Liability. KONICA MINOLTA shall have and maintain General Liability in-surance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 General Aggregate; and limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

2.17.2 Workers' Compensation. In accordance with Chapter 440, Florida Statutes, KON-ICA MINOLTA shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000.00/$100,000.00/$500,000.00 (each accident/disease-each employee/disease-policy limit).

2.17.3 Auto Liability. KONICA MINOLTA shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000.00 Combined Single Limit. If KONICA MINOLTA does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000.00. In addition, an affidavit signed by KONICA MINOLTA must be furnished to SBBC stating the following: Konica Minolta Business Solutions U.S.A., Inc. does not own any vehicles. If Konica Minolta Business Solutions U.S.A., Inc. acquires any vehicles during the term of the Agreement, Konica Minolta Business Solutions U.S.A., Inc. agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

2.17.4 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and hav-ing a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.17.5 Verification of Coverage. Proof of the required insurance must be submitted to the insurance tracking system within (15) calendar days of this notification. You will receive a system generated email within three (3) business days of this letter with insurance requirements and a unique link to upload your certificate of insurance (located at the bottom of email as blue box labeled Upload COI). **YOU MUST RECEIVE A NOTICE OF COMPLIANCE.**

2.17.5.1 New Vendors will receive an email notification requesting account verification and insurance agent information.

2.17.5.2 Existing vendors will receive an email notification of the current status.

2.17.6 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.17.6.1 The School Board of Broward County, Florida, its members, offic-ers, employees, and agents are added as additional insureds.

2.17.6.2 All liability policies are primary of all other valid and collectable cov-erage maintained by The School Board of Broward County, Florida.

2.17.6.3 Certificate Holder: The School Board of Broward County, Florida, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.

2.17.7 Cancellation of Insurance. KONICA MINOLTA is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance cover-age and must notify SBBC within two (2) business days if required insurance is cancelled.

2.17.8 SBBC reserves the right to review, but not unreasonably reject or accept any required policies of insur-ance, including limits, coverages, or endorsements herein throughout the term of this Agree-ment.

2.18 **Nondiscrimination**.

2.18.1 As a condition of entering into this Agreement, KONICA MINOLTA represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program, as such policy shall be amended from time-to-time.

2.18.2 As part of such compliance, KONICA MINOLTA shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall KONICA MINOLTA retaliate against any person for reporting instances of such discrimination. KONICA MINOLTA shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring

in the SBBC's relevant marketplace. KONICA MINOLTA understands and agrees that a material violation of this clause is considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.19 **Annual Appropriation**. SBBC's performance and obligations under this Agree-ment is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination, but in no event less than sixty (60) calendar days prior to the effective dates of such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section; provided, however, that SBBC shall remain liable for all amounts due for products received and services rendered through the effective date of such termination, including any early termination charges applicable to lease arrangements pursuant to Section 3.5.1 of this Agreement.

2.20 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.21 **Foreign Country of Concern Attestation Form.** Nongovernmental entities receiving an award under this Agreement will receive access to personal identifying information for purposes of Sections 287.138 and 501.17(g)1, Florida Statutes. Rule 60A-1.020, Florida Administrative Code, adopted Form PUR 1355, "Foreign Country of Concern Attestation Form" (the "Form") to be completed by all the nongovernmental entities that would access personal identifying information. The Form is attached hereto as **Exhibit B** and must be executed by the non-governmental entity and be submitted with the non-governmental entity's executed agreement or an amendment renewing or extending an agreement. A proposed agreement or amendment submitted by a nongovernmental entity without a fully executed "Foreign Country of Concern Attestation Form" will be rejected pursuant to Section 287.138(4)(a), Florida Statutes, and will not be considered for award.

2.22 **Incorporation by Reference**. **Exhibits A and** B attached hereto is incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver

of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Stat-utes. This section survives the termination of all performance or obligations under this Agree-ment and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agree-ment and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivi-sion of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcon-tractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such rem-edy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. (a) This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. KONICA MINOLTA shall not furnish any products or services after it receives the notice of termination, except as necessary to complete any continued portion of this Agreement. KONICA MINOLTA will not be entitled to recover any cancellation charges or lost profits. If this Agreement is terminated before performance is

completed, except as set forth below in 3.5(b), KONICA MINOLTA will be paid only for that work performed. In the event of such termination, SBBC is entitled to a pro rata refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, con-clusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

(b) Early Termination for Convenience of Straight Leases. If SBBC terminates a Straight Lease for convenience, SBBC must pay, within a maximum of sixty (60) calendar days after the requested termination, the difference of rates between the Straight Lease period which was selected at the time of order and the longest Straight Lease term which was fulfilled multiplied by the number of months SBBC held the device. If SBBC wishes to terminate a Straight Lease for convenience before the term of the shortest Straight Lease offered by KONICA MINOLTA, SBBC will convert the Straight Lease to the Florida Post-Hoc Lease-Cancellation Rate (FLPL Rate) and pay, within a maximum of sixty (60) calendar days after the requested termination, the difference between the rate of the Straight Lease period which was selected by SBBC at the time of order and the FLPL Rate multiplied by the number of months SBBC held the device.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or un-

derstandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party; provided, however, that KONICA MINOLTA may assign, solely for financing purposes, upon written notification to and subsequent approval by SBBC, its right, title and interest in and to: (i) the products subject to this Agreement; (ii) all payments and other amounts due and to become due hereunder with respect to such products; and (iii) all rights and remedies under this Agreement with respect to such products, payments, and other amounts due. Any such assignment shall not excuse KONICA MINOLTA from fulfilling its obligations under this Agreement. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC, except as expressly provided herein.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure, Notice of Delay, and No Damages for Delay**. Neither party will be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of such party or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond such party's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to KONICA MINOLTA. In case of any delay KONICA MINOLTA believes is excusable, KONICA MINOLTA shall notify SBBC in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if KONICA MINOLTA could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date KONICA MINOLTA first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE KONICA MINOLTA'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of SBBC. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on KONICA MINOLTA's untimely notice. KONICA MINOLTA shall not assert any claim for damages related to such delay. KONICA MINOLTA will not be entitled to an increase in the contract price or payment of any kind from SBBC for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising becaseu of delay, disruption, interference, or hindrance from any cause whatsoever. In no event shall a lack of funds on the part of either party be deemed a force majeure event.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

260521konicaminoltarpvrl

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

By: Kristen McKenna

Print Name: Kristen McKenna

Title: Vice President, Government & Healthcare Contracts

Date: 6/30/2026

Corporate Secretary Signature

-or-

Witness Signature
Print Name: Desiree Rohrig

Witness Signature
Print Name: Sunny Kim

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF VIRGINIA
COUNTY OF FAIRFAX

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this JUNE 30, 2026 (*date*) by KRISTEN McKENNA (*name of officer or agent, title of officer or agent*) of KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. (*name of corporation acknowledging*), a NEW YORK (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced DRIVER'S LICENSE (*type of identification*) as identification and who did first take an oath this 30 day of JUNE, 2026

My Commission Expires:

Signature – Notary Public

(SEAL)

DANIEL SHIFFLETT
NOTARY PUBLIC
REG. #8123065
MY COMMISSION EXPIRES
Dec. 31, 2028
COMMONWEALTH OF VIRGINIA

DANIEL SHIFFLETT
Printed Name of Notary

8123065
Notary's Commission No.

Exhibit A
Affidavit Attesting to Noncoercive Conduct for Labor or Services

As a nongovernmental entity executing, renewing, or extending a contract with The School Board of Broward County, Florida ("SBBC"), the nongovernmental entity ("Entity") is required to provide an affidavit under penalty of perjury attesting that Entity does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes. As defined in Section 787.06(2)(a), Florida Statutes, coercion means: 1. Using or threatening to use physical force against any person; 2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; 3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined; 4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; 5. Causing or threatening to cause financial harm to any person; 6. Enticing or luring any person by fraud or deceit; or 7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; that the facts stated in it are true; and that the Entity does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

Name of Entity: Konica Minolta Business Solutions U.S.A., Inc.

Entity's Address: 100 Williams Drive Ramsey, NJ 07446

Entity's Email Address: statebids@kmbs.konicaminolta.us

Entity's Phone Number: 703-760-3588

Entity's FEIN: 13-1921089

Signature of Entity's Officer or Representative: Kristen McKenna

Printed Name of Entity's Officer or Representative: Kristen McKenna

Title of Entity's Officer or Representative: Vice President, Government & Healthcare Contracts

Date: 6/30/2026

EXHIBIT B
FOREIGN COUNTRY OF CONCERN ATTESTATION
(REVISED FORM PUR 1355)

This form must be completed by an officer or representative of a nongovernmental entity ("Entity") submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a The School Board of Broward County, Florida ("SBBC") which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C. The Entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; and that the facts stated in it are true.

Name of Entity: Konica Minolta Business Solutions U.S.A., Inc.

Entity's Address: 100 Williams Drive Ramsey, NJ 07446

Entity's Email Address: statebids@kmbs.konicaminolta.us

Entity's Phone Number: 703-760-3588

Entity's FEIN: 13-1921089

Signature of Entity's Officer or Representative: Kristen McKenna

Printed Name of Entity's Officer or Representative: Kristen McKenna

Title of Entity's Officer or Representative: Vice President, Government & Healthcare Contracts

Date: 6/30/2026

2606029konicaMinoltarpvclean

PROCUREMENT & LOGISTIC OPERATIONS

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505
EMAIL: PurchasingHelpDesk@BrowardSchools.com www.BrowardSchools.com/PLO

POSTED VIA DEMANDSTAR

Date: April 28, 2026

Subject: **NOTICE OF INTENDED ALTERNATIVE (PIGGYBACK) PURCHASE**

SBBC Bid ID & Name: PY26-196 – Printing and Graphics Program Device

Contract Source: Department of Management Services No. 44100000-24-NASPO-ACS
Contract Term: June 9, 2026 through June 8, 2031
Awarded Vendor(s): Konica Minolta Business Solutions U.S.A., Inc.

This notice is to inform all interested parties that The School Board of Broward County, Florida intends to purchase goods or services utilizing the above-referenced contract.

The tentative Board Meeting date to approve this action is: June 9, 2026

Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the electronic posting of this notice of intent. Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided.

The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." If the tenth calendar day falls on a Saturday, Sunday, State holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, State holiday or days during which the school district administration is closed. Filings shall be at the office of the Director of Procurement & Logistic Operations, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351.

Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Sincerely,

Susanne Dale

Susanne Dale
Purchasing Agent III
Email contact: Susanne.dale@browardschools.com

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-19.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

PY27-014 – Foam Hand Soap with Dispensers

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and South Florida Janitorial & Pool Supply, Inc., and the budget authority in the amount of $523,236. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

Executive Summary
Financial Analysis Worksheet
Agreement
Notice of Intent

FINANCIAL IMPACT:

$523,236. The Agreement will be funded from the funded by the existing approved schools, departments, and centers' budgets.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Mark D. Dorsett	Phone:	754-321-2659

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jul 14, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Mark D. Dorsett
Title: Chief Operations Officer, Task Assigned
Phone: 754-321-2659

EXECUTIVE SUMMARY

PY27-014 – Foam Hand Soap with Dispensers

Board Meeting Date: July 28, 2026

Requested Action:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and South Florida Janitorial & Pool Supply, Inc., and the budget authority in the amount of $523,236.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Yes. Hand Soap is permitted at lavatories and sinks, as noted in the State Requirements for Educational Facilities (SREF), Chapter 5, 2014 Edition.
If the School Board votes "Yes"	• The Physical Plant Operations (PPO) Department will have the ability to purchase Foam Hand Soap with Dispensers for use at District schools and administrative sites. These products are necessary to support daily operations and maintain proper hygiene standards throughout the District.
If the School Board votes "No"	• The PPO Department may experience delays and operational challenges in procuring Foam Hand Soap with Dispensers for District schools and administrative sites. In addition, purchasing through alternate sources may result in higher costs, as this Agreement provides pricing and operational efficiencies to the District.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Based on estimated annual quantities, the proposed piggyback agreement is expected to provide approximately $367,430 in annual financial benefit to the District through direct cost savings and avoidance of projected renewal price increases for foam hand soap purchases. Additionally, the District currently does not pay for new dispensers under the existing Agreement and will continue not paying for dispensers under the proposed Agreement. Pricing verified through another piggyback vendor reflected a cost of approximately $3 per dispenser.

Background/History
The School District of Palm Beach County ("SDPBC"), awarded the Invitation to Bid (ITB)#26-22C to South Florida Janitorial & Pool Supply, Inc. for Miscellaneous Janitorial Supplies and Accessories.

SDPBC provides a purchasing vehicle that SBBC may access as it exists under Section 100.451(1), Florida Statutes, and Rule 6A-1.012(6), Florida Administrative Code (Piggyback).

This bid will be utilized throughout the District in schools and offices. The foam hand soap and dispensers on the SDPBC contract are the same systems currently installed in the District's bathrooms and handwashing areas. These products are essential to maintaining safe and healthy environments. Foam hand soap has a better yield than regular lotion or gel soap, requires less water, and is, therefore, more environmentally friendly. Dispensers are leak-free, and the vendor provides them at no cost to the District for the duration of the Agreement. Additionally, the vendor replaces and repairs broken units and supplies repair parts, also at no cost to the District for the Agreement's duration.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	Original Agreement: September 16, 2026, through January 22, 2029, with the option of a one two-year renewal period.
Multi-Year Agreement:	Yes. Utilizing a multi-year Piggyback Agreement provides pricing stability, operational efficiencies, and uninterrupted access to Foam Hand Soap with Dispensers for District schools and administrative sites. The Agreement also allows the District to secure favorable pre-escalation pricing, resulting in measurable cost savings and cost avoidance.
Procurement Method:	**Piggyback Agreement** (Yes/No): Yes **Acquisition Method**: Pursuant to Purchasing Policy 3800, Part III, subparagraph C, and Section 6A-1.012(6), Florida Administrative Code, in lieu of requesting competitive solicitations from three or more sources, SBBC may make alternative ("piggyback") purchases at or below the specified prices from competitively solicited contracts awarded by other city or county governmental agencies, other District School Boards, regional consortium service organizations, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements. In order to exercise this authority, the proposer awarded a contract by another entity listed above must agree to permit SBBC to make alternative ("piggyback") purchases upon terms, conditions, and prices (or below such prices) that are materially the same as those that were competitively awarded through the other entity's contract, and SBBC has determined such alternative ("piggyback") purchases to be of economic advantage.

	Staff reviewed additional piggyback purchasing options for comparable hand soap and dispenser systems: The **Interlocal Purchasing System** (**TIPS**) – Pricing for comparable foam hand soap and dispenser systems was approximately 318% higher than the proposed Agreement, which would result in substantially increased overall costs to the District over the term of the Agreement. **OMNIA Partners** – Pricing for comparable products was approximately 395% higher than the proposed Agreement and therefore did not provide the same overall economic advantage to the District. **Sourcewell** – Pricing for comparable foam hand soap systems was approximately 277% higher than the proposed Agreement and was not determined to be the best value option for SBBC. The proposed Agreement is expected to provide an annual financial efficiency of approximately $367,430 to the District through direct cost savings and cost avoidance. Additionally, the proposed Agreement continues to provide dispensers, replacement parts, and repairs at no cost to the District for the duration of the Agreement and was determined to provide the best overall economic advantage to SBBC. A copy of the Piggyback documents is available online at: http://www.broward.k12.fl.us/supply/agenda/26C-22C_CatalogDiscount,MiscellaneousJanitorialSuppliesandAccessories.pdf

Table B: Financial Impact, Funding Source, and Budget Authority

This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. The financial impact to the District is approximately $523,236 for the next 28 months.
2. The Agreement will be funded by the existing approved schools, departments, and centers' budgets.

New/Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
9/16/2026 – 1/22/2029	28 months	$523,236

Budget Authority Request(s)

This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
FY27	12 months	Schools, departments, and centers' budgets	$224,244	Y

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
FY28	12 months	schools, departments, and centers' budgets	$224,244
FY29	4 months	schools, departments, and centers' budgets	$74,748

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Yes. The impact on schools is the availability of Foam Hand Soap with Dispensers necessary to support daily operations and hygiene needs at District schools and administrative sites District-wide.
School Selection /Prioritization	Foam Hand Soap with Dispensers will be provided to schools and administrative sites based on operational needs and warehouse inventory requests.
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Agreement
Exhibit C: Notice of Intent

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	PY27-014	**Preparation Date:**	May 22, 2026
Previous Bid # (Ex: 10-004R):	FY23-250	**Buyer/PA:**	THAIS SOUZA
New Bid Award Total:	$523,236	**Bid Title:**	Foam Hand Soap with Dispensers
Previous Award Total:	$921,405		
Bid Type:	NEW BID		
Previous Bid Term (Start Date):	12/13/2022	**New Bid Term (In Months):**	28
Previous Bid Term (End Date):	9/15/2026	**# of Months Into Bid:**	41

SPEND REPORTING	
Purchase Order(s) Spend:	$766,177
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$766,177**
Average Monthly Expenditure:	$18,687
Unused Authorized Spending:	**$155,228**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
104424-SOUTH FLORIDA JANITORIAL AND	N/A		$ 766,177
	PO VENDOR SPEND:		**$ 766,177**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 766,177**

NOTES (Type Below):

Certification Types*
Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	Various	**Name** (First & Last)	Mark D. Dorsett
Fund	1000	**Title**	Chief Operations Officer (Task Assigned)
Functional Area	7901000000000000	**Department/School Name**	Physical Plant Operations
Commitment Item	5511000 / 55120000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**6/4/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC" or the "School Board"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SOUTH FLORIDA JANITORIAL & POOL SUPPLY, INC.
(hereinafter referred to as "VENDOR"),
a Florida corporation for profit
whose principal place of business is
2119 N Congress Avenue,
Riviera Beach, FL 33404

WHEREAS, pursuant to Section 6A-1.012(6), F.A.C., and Section 1001.451, Florida Statutes, in lieu of requesting competitive solicitations from three (3) or more sources, the School Board may make alternative ("piggyback") purchases at or below the specified prices from competitively solicited contracts awarded by other city or county governmental agencies, other district school boards, regional consortium service organizations, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements; and

WHEREAS, in order to exercise this authority, the proposer awarded a contract by another entity listed above must agree to permit the School Board to make alternative ("piggyback") purchases upon terms, conditions, and prices (or below such prices) that are materially the same as those that were competitively awarded through the other entity's contract, and the school district has determined such alternative ("piggyback") purchases to be of economic advantage; and; and

WHEREAS, on October 21, 2025, The School District of Palm Beach County, Florida (the "**SDPBC**") received proposals in response to a competitive solicitation (ITB#26-22C) to provide Miscellaneous Janitorial Supplies and Accessories (attached hereto as **Attachment "A"**).

WHEREAS, on December 17, 2025, the SDPBC approved the award of ITB#26-22C to VENDOR for a term of three (3) years effective January 23, 2026, through January 22, 2029, renewable for one (1) additional two (2) year term upon mutual agreement of the parties; and

WHEREAS, SDPBC's acceptance of Vendor's offer and the resultant contract award to Vendor is attached hereto as **Attachment "B"**

WHEREAS, SBBC has determined that it is to the school district's economic advantage to make purchases from the contract awarded by SDPBC under ITB#26-22C; and

WHEREAS, SBBC desires to procure foam hand soap with dispenser from VENDOR under SDPBCs extended ITB#26-22C; and

WHEREAS, VENDOR will permit SBBC to purchase goods and services through the contract awarded under ITB#26-22C at the same terms, conditions, and prices (or lower).

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on January 22, 2029, unless terminated earlier pursuant to section 3.05 of this Agreement. The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended, when and if the lead agency renews.

2.02 **VENDOR Responsibilities**.

(a) VENDOR shall provide Foam Hand Soap and dispensers to SBBC in accordance with the terms and conditions of SDPBCs ITB# 26-22C.

(b) No product deliveries will proceed until such time as SBBC releases a fully executed Purchase Order, which shall specifically identify the quantity of materials and or work to be provided and/or performed, the location for material delivery or work, the time for provision of such materials and/or work, and the total cost of such materials and/or work.

(c) The materials and/or work identified in the Purchase Order(s), as well as the place of delivery or performance of such work, shall supersede and replace any similar references in ITB# 26-22C.

(d) Delivery of goods shall be within a period that shall not exceed thirty (30) calander days from receipt of SBBC's Purchase Order. Each Purchase Order shall provide a "Ship To" address for the delivery of goods.

2.03 **SBBC Responsibilities**. SBBC shall issue a Purchase Order to VENDOR for the goods sought to purchase. The Purchase Order will specifically identify the quantity of materials and/or work to be provided and/or performed, the location for material or work delivery, the time for provision of such materials and/or work, and the total cost of such materials and/or work.

2.04 **Cost**. VENDOR's written proposal for all goods and services shall be based on the terms, conditions and at or below the costs identified in SDPBC's ITB#26-22C (attached hereto as **Attachment "C"**) as of the date of this Agreement.

2.05 **Payment**. Upon completion of the Work identified in each Purchase Order, VENDOR shall submit an invoice to SBBC to:

The School Board of Broward County, Florida,
Accounting & Financial Reporting Department
ATTN: Accounts Payable
600 SE 3rd Avenue, 7th Floor
Fort Lauderdale, Florida 33301.

VENDOR's invoices shall state the assigned SBBC Purchase Order number for verification by Accounts Payable. All invoices submitted are subject to approval from management of the SBBC department generating the order. All approved Distributor invoices will be paid net thirty (30) calendar days. VENDOR's invoiced prices shall be at or below those indicated in **Attachment "C"**.

2.06 **Inspection of** VENDOR**'s Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR with reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents, and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

(h) Exclusion from Scope of SBBC Inspection. Notwithstanding the foregoing and excluding any audit conducted by the Florida Office of the Inspector General or by any other state or federal officials, SBBC shall not be entitled to confidential, privileged, or proprietary records of VENDOR not directly related to income and expenditure incurred by VENDOR for the performance of this Agreement.

2.07 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:
Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to:
Executive Director, Physical Plant Operations
The School Board of Broward County, Florida
3810 NW 10th Avenue
Fort Lauderdale, Florida, 33309

To VENDOR: George Gross
South Florida Janitorial & Pool Supply, Inc.
2119 N Congress Avenue
Riviera Beach, FL 33404

2.08 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.09 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and SBBC, the nongovernmental entity must provide SBBC entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.05(13), Florida Statutes. The nongovernmental entity shall attach hereto as **Attachment "D"** an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury stating that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject the nongovernmental entity to civil penalties, attorney's fees, and/or costs. Any agreement with SBBC shall be terminated by SBBC without recourse if the nongovernmental entity is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with the nongovernmental entity's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.10 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473,

Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.11 **Background Screening**. VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.12 **Public Records**. Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions

that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party is responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.13 **Proprietary Information**.

2.13.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.13.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or

materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.14 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.14.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.14.2 By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.15 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.15.1 General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 .

2.15.2 Professional Liability/Errors & Omissions. VENDOR shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000.00 per occurrence covering any services provided under this Agreement.

2.15.3 Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000.00/$100,000.00/$500,000.00 (each accident/disease-each employee/disease-policy limit).

2.15.4 Auto Liability. VENDOR shall have and maintain Any Auto, Schedules, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $500,000.00 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000.00. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "[*Insert Full Legal Name*] does not own any vehicles. If [*Insert Full Legal Name*] acquires any vehicles during the term of the Agreement, [*Insert Full Legal Name*] agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

2.15.5 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.15.6 Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. Subsequent to the Effective Date of this Agreement, VENDOR will receive an email including a link to upload (drag and drop) its certificate of insurance.

2.15.7 Required Conditions. Liability policies must : contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

2.15.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.15.7.2 **Waiver of Subrogation:** The awarded VENDOR(s) hereby waives any right of subrogation against the School Board of Broward County, FL, for loss, damage or injury within the scope of the Bidder's insurance, and on behalf of itself and its insurer, waives all such claims against the School Board of Broward County, FL.

2.15.7.3 Certificate Holder: The School Board of Broward County, Florida, C/O Risk Management Department, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301.

2.15.8 Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.15.9 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.16 **Nondiscrimination**.

2.16.1 As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program, as such policy shall be amended from time-to-time.

2.16.2 As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause is considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

2.17 **Foreign Country of Concern Attestation Form.** Nongovernmental entities receiving an award under this Agreement will receive access to personal identifying information for purposes of Sections 287.138 and 501.17(g)1, Florida Statutes. Rule 60A-1.020, Florida Administrative Code, adopted Form PUR 1355, "Foreign Country of Concern Attestation Form" (the "Form") to be completed by all the nongovernmental entities that would access personal identifying information. The Form is attached hereto as **Attachment "E"** and must be executed by the nongovernmental entity and be submitted with the nongovernmental entity's executed agreement or an amendment renewing or extending an agreement. A proposed agreement or amendment submitted by the nongovernmental entity without a fully executed "Foreign Country of Concern Attestation Form" will be rejected pursuant to Section 287.138(4)(a), Florida Statutes, and will not be considered for award.

2.18 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated

or liable for any future payments due or any damages as a result of termination under this section.

2.19 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.20 **Incorporation by Reference**. **Attachments A, B, C, D and E** attached hereto and referenced herein are incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this

Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate; and VENDOR shall be responsible for any expenses related to such disposal.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state, and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual

expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the Effective Date.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By:_____
Sarah Leonardi, Chair

Date:_____

ATTEST:

_____
Dr. Howard Hepburn, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

ATTEST:

SOUTH FLORIDA JANITORIAL & POOL SUPPLY, INC.

By: George Gross

Print Name: George Gross

Title: General Manager

Date: 6/29/2026

Corporate Secretary Signature

-or-

Maria Ruiz

Witness Signature

Print Name: MARIA RUIZ

Witness Signature

Print Name: Jennyfer Cristobal

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 6/29/2026 (*date*) by George Gross (*name of officer or agent, title of officer or agent*) of South Florida Janitorial + Pool Supply, Inc. (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me or has produced _____ (*type of identification*) as identification and who did first take an oath this 29 day of June, 2026.

My Commission Expires:

Carissa J Deese

Signature – Notary Public

(SEAL)

CARISSA J. DEESE
MY COMMISSION # HH 706464
EXPIRES: August 4, 2029

Carissa J Deese

Printed Name of Notary

HH 706464

Notary's Commission No.

2606129southfloridajanitorialrpvclean

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
john.white2@browardschools.com
www.browardschools.com/procurement

The School Board of Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

Date: June 5, 2026

SBBC Bid ID & Name: PY27-014 Foam Hand Soap with Dispensers

Subject: **NOTICE OF INTENDED ALTERNATIVE (PIGGYBACK) PURCHASE**

Contract Source: School District of Palm Beach County FL – 26C-22C
Contract Term: From 9/16/2026 through January 22, 2029
Vendor(s): South Florida Janitorial & Pool Supply, Inc.

This notice is to inform all interested parties that The School Board of Broward County, Florida intends to purchase goods or services utilizing the above-referenced contract.

The tentative Board Meeting date to approve this action is: July 28, 2026

Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the electronic posting of this notice of intent. Saturdays, Sundays, state holidays, and days during which the District is closed shall be excluded from the computation of the 72-hour time period provided.

The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." If the tenth calendar day falls on a Saturday, Sunday, State holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, State holiday or days during which the school district administration is closed. Filings shall be at the office of the Director of Procurement & Logistic Operations, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351.

Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Sincerely,

Thais Souza
Purchasing Agent IV
Email contact: tsouza@browardschools.com

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-20.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

RFP-19-097E – WAN Fiber Options

REQUESTED ACTION:

Approve the Novation and Third Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), Zayo Education, Inc., and Zaya Education LLC, for a term that commences on March 3, 2020, and concludes on March 3, 2030, with budget authority in the amount of $495,325. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Third Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Workheet
- Original Agreement
- First Amendment
- Second Amendment
- Third Amendment

FINANCIAL IMPACT:

$495,325. Funding for this initiative will be incorporated into the Information System Divisions general fund budget.

STRATEGIC PLAN ALIGNMENT:
Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:
(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Olen Davis	Phone:	754-321-2607

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jul 14, 2026

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Matthew S. Bradford
Title: Chief Information Officer, Task Assigned
Phone: 754-321-2607

EXECUTIVE SUMMARY

RFP-19-097E – WAN Fiber Options

Board Meeting Date: July 28, 2026

Requested Action:
Approve the Novation and Third Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), Zayo Education, Inc., and Zayo Education, LLC, for a term that commences on March 3, 2020, and concludes on March 3, 2030, with budget authority in the amount of $495,325.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• SBBC will incorporate data center colocation services into the existing RFP-19-097E - WAN Fiber Agreement. This action enables the relocation of critical core network infrastructure from the Technical Support Services Center (TSSC) to a carrier-grade, secure off-site facility, ensuring robust Internet connectivity, network resiliency, and operational continuity for all schools and District facilities. In addition, the Board will recognize the name change of the vendor from Zayo Education, Inc. to Zayo Education, LLC.
If the School Board votes "No"	• SBBC will not be able to implement an alternative data center solution to augment TSSC. Without an approved colocation facility, the relocation or loss of TSSC would result in a single point of failure, placing all schools and District facilities at risk of losing Internet connectivity and access to critical instruction, administrative, safety, and communication systems.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Improve resiliency and eliminate single points of failure across WAN and Internet access to ensure continuous, reliable connectivity. • Improved network availability supported by 99.99 percent uptime through SLA backed performance, redundant

	architecture, generator backup, and hardened physical security. • Long-term cost predictability through fixed monthly pricing and the ability to terminate services independently with 30 days' notice if District needs change.

Background/History
SBBC currently centralizes its Wide Area Network (WAN) traffic and Internet connectivity at TSSC. As the District considers future options for the TSSC location, it is important to ensure continuity of services through a suitable alternative data center, as the loss of this facility could affect Internet connectivity across the District.

In 2020, the District awarded RFP-19-097E – WAN Fiber Options to establish a long-term, resilient, fiber-based WAN designed to evolve with changing needs. The RFP allows for service adjustments as District requirements grow and change. Information Systems Division has determined that amending the existing WAN agreement to include colocation services is necessary to ensure a diverse network architecture that supports online access to critical instructional resources.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	March 3, 2020, through March 3, 2030.
Multi-Year Agreement:	Yes. This is a ten-year agreement with the option of three five-year renewal options.
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Pursuant to Purchasing Policy 3800, in accordance with Rule 6A-1.012, Florida Administrative Code, this Agreement was competitively solicited in the submittal of responses to Requests for Proposals. The School Board may award contracts to one or more responsive, responsible proposers in accordance with the selection criteria published in the Request for Proposal. A copy of the RFP documents is available online at: http://www.broward.k12.fl.us/supply/agenda/RFP19-097E_WANFiberOptions.pdf

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. The average monthly cost is estimated at $10,665 over a 44-month term. A one-time startup cost of $15,400 will be applied to fiscal year 2027. The total agreement value for the colocation is projected to be $495,325.
2. Funding for this initiative will be incorporated into the Information System Division (ISD) General Fund Budget.

New/Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
7/28/2026 – 3/3/2030	44 months	$495,325

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
FY27	11 months	Information System Division General Fund	One-Time Startup Cost: 15,400 Yearly cost: 127,980 Total Cost $143,380	Y

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY28	12 months	Information System Division General Fund	$127,980
FY29	12 months	Information System Division General Fund	$127,980
FY30	9 months	Information System Division General Fund	$95,985

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	This item has a District-wide impact. All schools rely on continuous WAN and Internet connectivity to support instruction, assessments, cloud applications, communication systems, safety operations, and administrative functions.
School Selection /Prioritization	Not Applicable
Community/ Stakeholder Engagement	The technology department worked internally with District leadership and facilities planning teams to assess infrastructure risk, continuity needs, and alternative solutions. The recommended approach aligns with District operational priorities and long-term infrastructure planning while minimizing disruption to services during future facility transitions.
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	The colocation facility supports the District's long-term fiber-based WAN architecture, which is designed as a utility-grade infrastructure asset with an expected lifecycle of more than 15 years. Colocation services provide a scalable, enterprise-grade environment that can accommodate future technological growth without requiring facility construction.

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Original Agreement
Exhibit C: First Amendment
Exhibit D: Second Amendment
Exhibit E: Third Amendment

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	June 18, 2026
Previous Bid # (Ex: 10-004R):	19-097E	**Buyer/PA:**	MAYA BALSECA
New Bid Award Total:	$34,636,325	**Bid Title:**	WAN Fiber Options
Previous Award Total:	$34,141,000		
Bid Type:	INCREASE TO BID		
Previous Bid Term (Start Date):	3/3/2020	**New Bid Term (In Months):**	
Previous Bid Term (End Date):	3/2/2030	**# of Months Into Bid:**	75

SPEND REPORTING	
Purchase Order(s) Spend:	$1,827,695
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$1,827,695**
Average Monthly Expenditure:	$24,369
Unused Authorized Spending:	**$32,313,305**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
126350-ZAYO EDUCATION INC	N/A		$ 1,827,695
	PO VENDOR SPEND:		**$ 1,827,695**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 1,827,695**

NOTES (Type Below):

Certification Types*

Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	1380098580	**Name** (First & Last)	Jason Greenberg
Fund	1000	**Title**	Director
Functional Area	7903721720000000	**Department/School Name**	Infrastructure Services
Commitment Item	53720000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	Prepared on:	6/21/2026

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 West Oakland Park Boulevard • Sunrise, Florida 33351 • Tel: 754-321-0505 • Fax: 754-321-0936

Procurement & Warehousing Services
Mary Catherine Coker, Director
www.browardschools.com

The School Board of Broward County, Florida

Donna P. Korn, Chair
Dr. Rosalind Osgood, Vice Chair

Lori Alhadeff
Robin Bartleman
Patricia Good
Heather P. Brinkworth
Laurie Rich Levinson
Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

March 9, 2020

Gayle Nelson
Education Networks of America
618 Grassmere Park Drive, Suite 12
Nashville, Tennessee 37221

RE: 19-097E - WAN Fiber Options

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and Education Networks of America, Inc. This is the result of the School Boards approval on March 3, 2020, for item EE-12. Full details are outlined in the Agreement.

Sincerely,

Mary Catherine Coker, Director
Procurement & Warehousing Services

MCC:bm
Attachment(s)

cc: Phillip H. Dunn, Chief Information Officer
Kitty Gainer, General Counsel ENA
Harmoni Clealand, Purchasing Agent
Annmarie Richards, Coordinator, Supplier Diversity & Outreach Program

AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.: EE-12.

MEETING DATE	2020-03-03 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

Special Order Request ○ Yes ◉ No

Time

Open Agenda ◉ Yes ○ No

TITLE:

Recommendation of $500,000 or Greater - 19-097E - WAN Fiber Options

REQUESTED ACTION:

Approve the recommendation to award the above Request for Proposal (RFP). Contract Term: March 4, 2020 through March 3, 2030, Ten (10) Years; User Department: Information Technology; Award Amount: $34,141,000; Awarded Vendor(s): Education Networks of America, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:

This request is to approve a longer-term, more cost-effective Wide Area Network (WAN) which interconnects all schools, support sites, and administrative facilities and is mission-critical to allow continuity of connection. RFP 19-097E will replace RFP 19-051E, which was approved as item EE-12 on March 5, 2019, with a contract term of July 1, 2019 through June 30, 2022. The District will leverage the federal E-Rate program, which has the potential of funding approximately eighty (80) percent of the WAN cost.

This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

A copy of the bid documents are available online at: http://www.broward.k12.fl.us/supply/agenda/19-097E_WANFiberOptions.pdf

SCHOOL BOARD GOALS:

◉ Goal 1: High Quality Instruction ◉ Goal 2: Continuous Improvement ◉ Goal 3: Effective Communication

FINANCIAL IMPACT:

The estimated financial impact to the District will be $34,141,000. The funding source will come from Information Technology's operating budget. The financial amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

EXHIBITS: (List)

(1) Executive Summary (2) Financial Analysis Worksheet (3) Agreement (4) PowerPoint Presentation (5) Recommendation Tabulation

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Phillip H. Dunn	Phone: 754-321-2607
Name: Mary C. Coker	Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Signature

Maurice Woods

2/25/2020, 3:29:44 PM

Electronic Signature

Approved In Open Board Meeting On: MAR 0 3 2020

By: School Board Chair

Form #4189 Revised 06/05/2019

RWR/ MLW/MCC/MB:hdc

AGREEMENT

THIS AGREEMENT is made and entered into as of this 3rd day of March, 2020, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

EDUCATION NETWORKS OF AMERICA, INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
618 Grassmere Park Drive, Suite 12, Nashville, Tennessee 37211

WHEREAS, SBBC is in need of a managed dark fiber wide area network (WAN) provider and has selected the VENDOR to provide such services; and

WHEREAS, VENDOR is willing to provide such network services to the SBBC; and

WHEREAS, SBBC issued a Request for Proposal identified as RFP 19-097E, WAN Fiber Options (hereinafter referred to as "RFP"), dated September 24, 2018, and amended by Addendum No. 1 dated October 8, 2018 and Addendum No. 2 dated October 15, 2018, each of which is incorporated by reference herein, for the purpose of receiving proposals for a WAN options; and

WHEREAS, VENDOR offered a proposal in response to the RFP (hereinafter referred to as "Proposal") and which is incorporated herein by reference whereby VENDOR proposed to provide internet services to SBBC.

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

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon execution by all parties and

shall conclude ten (10) years (one hundred and twenty (120) months) after the date of this Agreement (hereinafter referred to as the "initial term").

(a) The initial term of the Agreement may, by mutual written agreement between SBBC and VENDOR, be extended for three (3) additional five-year (5) periods and, if needed, one hundred and eighty (180) days beyond the expiration date of the renewal period.

2.02 **Description of Goods or Services Provided**. VENDOR will provide leased dark fiber wide area network (WAN), ongoing maintenance of said dark fiber WAN, and fully managed network equipment services to SBBC for the two hundred and sixty-five (265) named SBBC locations (sites) as identified in the RFP.

(a) VENDOR's Responsibilities. VENDOR will provide, as part of its leased dark fiber WAN and fully managed Network Equipment services described herein:

1) A scalable, secure private network utilizing a minimum of four (4) strands, or two (2) pairs, of single-mode fiber to provide connectivity to each of the 265 locations

2) A resilient WAN topology with a primary ring of eleven (11) SBBC core sites interconnected by two (2) 100 Gbps (Gigabits per second) dedicated fiber optic circuits in each direction

3) Multiple sub-rings with significant scalable capacity connected by a 100 Gbps dedicated fiber optic circuit in each direction

4) All necessary routing and other related network equipment to provide Layer 3 (IP) data transport across the leased dark fiber network, as part of VENDOR's managed network equipment service

5) A single 10 Gbps, 40 Gbps, or 100 Gbps network handoff to the SBBC local area network (LAN) at each location to interconnect the SBBC local campus network to the VENDOR-managed WAN

6) Local equipment sparing of all network equipment components to ensure minimal wait time when equipment replacement is necessary

7) Provisioning, installation, and maintenance of all fiber transport, as well as all VENDOR-provided and -managed core and edge network and security equipment and related hardware

8) 24x7x365 proactive network monitoring, maintenance, engineering, and support of the leased dark fiber wide area network and managed network equipment service

2.03 **Cost of Goods or Services**. For leased dark fiber WAN, ongoing maintenance of the dark fiber WAN, and fully managed network equipment services, SBBC shall pay VENDOR the following:

(a) For the first one hundred and twenty (120) months of service at each site, Nine Hundred and Fifty and 00/100 Dollars ($950.00) per site per month, with net thirty (30) day payment terms for the following:

1) Six Hundred and Fifty and 00/100 Dollars ($650.00) per site per month for monthly lease and maintenance of the dark fiber WAN, and

2) Three Hundred and 00/100 Dollars ($300.00) per site per month for managed network equipment services.

(b) If parties exercise the right to extend this agreement, pursuant to section 2.01(a), beginning on the one hundred and twenty first (121st) month of service at any individual site, a reduced rate of Six Hundred and Twenty-Five and 00/100 Dollars ($625.00) per site per month with net thirty (30) day payment terms, for the following:

1) Three Hundred and Fifty and 00/100 Dollars ($350.00) per site per month for monthly lease and maintenance of the dark fiber WAN, and

2) Two Hundred and Seventy-Five and 00/100 Dollars ($275.00) per site per month for managed network equipment services.

(c) Service Outage Credit Schedule: If service outage occurs, VENDOR agrees to the following credits as a percentage of the monthly recurring fees for service at the affected site or sites, which shall be credited on the next monthly invoice:

Length of Service Performance Impact or Outage (Hourly) Based on Performance Standard p/Hour	**Credit is the following percentage of monthly recurring fees**
Less than four (4) hours	No Credit
Four (4) hours to eight (8) hours	10%
Greater than eight (8) hours and less than twenty-four (24) hours	20%
Greater than twenty-four (24) hours and less than forty (40) hours	30%
Greater than forty (40) hours	50%

VENDOR will provide monthly metrics on each circuit. These monthly reports should display uptime, latency, jitter, packet loss and bandwidth demand level statistics for each circuit. VENDOR also agrees to report outages monthly on a circuit by circuit basis credits. For subring and point to point circuit outages, credits will be limited to the specific circuit or site. For a primary ring or aggregation hub circuit, service credits will also include all sites where an outage occurs due to the primary ring or aggregation hub circuit failure.

VENDOR and SBBC agree that a single event that impacts multiple sites will be considered a single, major incident, not multiple minor incidents.

2.04 **SBBC Growth or Reduction**. The number of SBBC locations (sites) at the time of the RFP is two hundred sixty-five (265), which can change during the course of this Agreement and shall be subject to the following:

(a) Growth. New SBBC sites added during the initial term of this Agreement shall bear the same costs listed above in section 2.03. Service at the new sites shall conclude upon the termination or expiration of this Agreement, as described in section 2.01. For the avoidance of doubt, if the parties do not exercise the right to extend the term pursuant tot Section 2.01(a), then service to all sites, including any new sites shall conclude at the end of the initial term.

(b) Reduction. A reduction in up to five percent (5%) of the number of SBBC sites or 14 sites, whichever is greater, during the initial term is permissible without penalty or impact on cost of goods or services listed above in section 2.03.

(c) Relocation. Relocation of an SBBC site shall not be considered a termination or subject to penalties. Additionally, the term associated with the site shall continue as if the site remained in the same location.

2.05 **Priority of Documents**. In the event of a conflict between documents, the following priority of documents shall govern.

First:	This Agreement, then;
Second:	Addendum No. 2 to RFP 19-097E, then;
Third:	Addendum No. 1 to RFP 19-097E, then;
Fourth:	RFP 19-097E – WAN Fiber Options, then;
Fifth:	Proposal submitted by VENDOR in response to RFP 19-097E

2.06 **Disclosure of Education Records and Employee Information**. Although no student education records shall be disclosed pursuant to this Agreement, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws. Likewise, no employee information shall be disclosed by SBBC to VENDOR. Should VENDOR come into contact with employee information, it may not be re-disclosed except as required or permitted by law.

2.07 **Rider for E-Rate**. SBBC may seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services or Service Components purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (sometimes collectively or individually referred to herein as "USAC/SLD" and/or "E-Rate Program"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate Program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate Program. The Parties further agree that eligibility or ineligibility of products or services for E-Rate funding is solely the

responsibility of the SBBC, USAC/SLD and/or the FCC. VENDOR makes no representations or warranties regarding such eligibility.

(a) SBBC Elections. SBBC acknowledges its obligation to designate the method (BEAR Form 472 or SPI Form 474) by which it will receive E-Rate discounts for each such Service.

(b) Billed Entity Application Reimbursement ("BEAR") - Form 472. SBBC agrees to submit to USAC/SLD complete and accurate BEAR - Form 472 requests prior to the FCC Invoice Deadline date for the Funding Request Number(s) ("FRN') being submitted on that Form 472 if SBBC has paid the VENDOR in full for the products or services and wants to be reimbursed for the discount amount. USAC will review the invoice and will pay SBBC if payment is approved in which SBBC will receive payment directly to their bank account. It is solely SBBC's responsibility to ensure the accuracy of this submission and the amounts sought to be recovered through the E-Rate program.

(c) Service Provider Invoice form - ("SPI") - Form 474. After VENDOR has received notification of approved funding, an approved Form 486, and SBBC has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, VENDOR will then provide E-Rate program discounts and will file a Form 474 SPI. SBBC agrees to promptly submit any VENDOR or USAC/SLD Forms needed to support requests for reimbursement of Services rendered.

(d) Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from VENDOR of E-Rate funds as a result of SBBC's failure to comply with the E-Rate rules or regulations, including SBBC delays in submitting required forms or contracts; or, if USAC/SLD determines that Service(s) that it had previously approved for discounts are not eligible and funds must be returned (a "ComAd") (other than as the result of VENDOR's failure to comply with the E-Rate requirements), then SBBC shall reimburse VENDOR for any such funds VENDOR must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, SBBC agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the Agreement, including those obligations related to payments, fees and early termination fees.

(e) Requested Information. If requested, SBBC will promptly provide VENDOR with final copies of the following E-Rate-related materials (including all attachments) prepared by or for SBBC: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the SBBC issues purchase orders, SBBC shall clearly delineate between eligible and non-eligible Services on those orders.

(f) Representations, Warranties and Breaches of the Agreement. Each Party represents, warrants and agrees that it is, as specified in the Agreement, contractually obligated to comply with all laws and the requirements applicable to the E-Rate Program. In addition to any contractual obligations set forth in the Agreement and to the extent permitted by law, each Party agrees that it is required by the Agreement to pay to the other Party (its employees, officers,

directors and agents, and its parents and affiliates under common control) as consideration for the Service(s) any payments made to third parties (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the breaching Party's violation of the requirements of the E-Rate Program or other breaches of the Agreement and the representations, warranties contained in it.

(g) SBBC Designation of Conditions to Service. As a condition to the provision of the Service(s), services will not commence and/or equipment will not ship until VENDOR receives notification that E-Rate funds have been committed; if E-Rate funding for services and/or equipment is denied in subsequent E-Rate years and the cause for such termination is directly attributable to VENDOR's action (or inaction), the Services will terminate unless and until a new Amendment is executed.

1) Scope: SBBC agrees to use best efforts to obtain funding from the USAC/SLD and VENDOR will not begin Services (including, without limitation, construction, installation or activation activities) until after VENDOR receives SBBC notification to proceed with the Services, and verification of funding approval.

    i. With specific reference to Internal Connections (IC), a verification of Form 486 approval, by the USAC/SLD. VENDOR will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

2) Funding Denial Agreement Termination: If a funding request is denied by the USAC/SLD, the Services and/or equipment, shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the thirtieth (30^{th}) day following the final appeal of such denial. This termination right applies only to the first (1^{st}) year of the multi-year agreement.

(h) Service Substitutions and Suspension of Payments. VENDOR will provide Services and Service Components only as approved by the SLD and may suspend activities pending approval of service substitution requests. Insofar as VENDOR services are being reimbursed with E-Rate funds and VENDOR becomes aware that USAC/SLD has suspended payment resulting from a possible program rule violation or breach of the Agreement by SBBC and, accordingly, suspension of services, VENDOR may continue Services upon execution of an agreement mutually satisfactory to both parties.

(i) Non-Appropriations. By executing the Agreement and ordering services, SBBC warrants that SBBC has funds appropriated and will pay all monthly amounts due for lease and maintenance of the dark fiber WAN, managed network equipment and any related services due hereunder through the end of SBBC's current fiscal period. SBBC further agrees to request all appropriations and funding necessary to pay for the dark fiber lease and maintenance and managed network equipment and related services for each subsequent fiscal period through the end of the initial term (described in the first sentence of Section 2.01). In the event SBBC is unable to obtain the necessary appropriations or funding for the dark fiber lease and maintenance, managed network equipment and related Service(s), SBBC may terminate said Service(s) upon the following

conditions: (i) SBBC has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite SBBC's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Service(s); and (iii) SBBC has negotiated in good faith with VENDOR to develop revised terms, an alternative payment schedule or a new agreement to accommodate SBBC's budget for such Service(s). No penalty shall accrue to SBBC in the event this provision is exercised, and except as set forth herein SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this Agreement.

SBBC acknowledges and agrees that if SBBC terminates the lease and maintenance of the dark fiber WAN and managed network equipment and related services due to non-appropriations or any other cause, it will no longer have access to or use of the dark fiber as of the effective date of termination.

2.08 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.09 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief Information Officer The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To VENDOR:	Gayle Nelson Education Networks of America 618 Grassmere Park Drive, Suite 12 Nashville, Tennessee 37221
With a Copy to:	Kitty Gainer, General Counsel ENA Education Networks of America 618 Grassmere Park Drive, Suite 12 Nashville, Tennessee 37221

2.10 **Background Screening**. VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467 and 1012.468 Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467 and 1012.468 Florida Statutes.

2.11 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall 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 the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC 's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.12 **Liability**. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.13 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than $1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.14 **Nondiscrimination**.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause shall be

considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.15 **Annual Appropriation**. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement consistent with the provisions of Section 2.06(i) above, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.16 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default**. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon sixty (60) calendar days written notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination**.

(a) This Agreement may be canceled with or without cause by SBBC during the term hereof upon sixty (60) calendar days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of pre-paid amounts for any services that are scheduled to be delivered after the effective date of such termination, unless such amounts are required to be paid in connection with the termination pursuant to Sections 3.05(b) and 3.05(c) below. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ninety (90) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

(b) If termination is due to VENDOR's failure to comply with the requirements of the E-Rate Program or VENDOR's uncured default of this Agreement (as described in Section 3.04), SBBC shall have no further liability to VENDOR except for any unpaid portions of services already rendered or that will be rendered prior to the effective date of applicable termination, which shall be paid to VENDOR prior to the effective date of the applicable termination.

(c) SBBC understands that VENDOR is required to enter into a substantial long-term obligation in order to deliver the services described herein, and VENDOR is only incurring this obligation based on a commitment from SBBC that it will receive full benefit of the initial term of this Agreement at all 265 sites, as described in the first sentence of Section 2.01. If termination is for any other reason than specified in Section 3.05(b) above, SBBC shall immediately pay to VENDOR an amount equal to all future payments (as described in Sections 2.03(a) and 2.03(b)) that would be owed to VENDOR during the initial term of the Agreement . For the avoidance of doubt, such amounts shall be owed by SBBC regardless of whether the services described herein have been rendered, and VENDOR shall have no obligation to provide such services after termination of this Agreement. The parties acknowledge and agree that this provision is a material

aspect of the Agreement and VENDOR would not enter into this Agreement without such provision.

(d) SBBC further acknowledges and agrees that if SBBC terminates this Agreement with or without cause, it will no longer have access to or use of the dark fiber as of the effective date of termination.

(e) Individual Circuit Termination. SBBC may terminate services on an individual circuit basis, without the need to terminate the Agreement in its entirety.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the

scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

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

3.21 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Donna P. Korn, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by Eric Abend
Reason: ENA 2020
Date: 2020.02.21 08:15:34 -05'00'

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

EDUCATION NETWORKS OF AMERICA, INC.

ATTEST:

By _____
Michael McKerley, Chief Technology Officer

_____
, Secretary

-or-

_____
Witness

_____
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Tennessee

COUNTY OF Davidson

The foregoing instrument was acknowledged before me this 20th day of February, 2020 by Michael McKeeley of
Name of Person
Education Networks of America, Inc, on behalf of the corporation/agency.
Name of Corporation or Agency
He/She is personally known to me or produced _____ as identification and did/did not first take an oath.
Type of Identification

My Commission Expires:

_____
Signature – Notary Public

(SEAL)

VICKIE L. NOLTKAMPER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires July 31, 2020

Vickie L. NoltKamper
Printed Name of Notary

_____
Notary's Commission No.

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Mary C. Coker, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
mary.coker@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Laurie Rich Levinson, Chair
Patricia Good, Vice Chair
Lori Alhadeff
Debra Hixon
Donna P. Korn
Sarah Leonardi
Ann Murray
Dr. Rosalind Osgood
Nora Rupert

Dr. Vickie L. Cartwright
Interim Superintendent of Schools

November 18, 2021

Education Networks of America, Inc.
618 Grassmere Park Drive, Suite 12
Nashville, Tennessee 37211

RE: RFP-19-097E - WAN Fiber Options

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and Education Networks of America, Inc. This is the result of the School Boards' approval on November 9, 2021, for item OO-22. Full details are outlined in the Agreement.

Sincerely,

Mary Catherine Coker, Director
Procurement & Warehousing Services

MCC:bm
Attachment(s)

cc: Hamoni Clealand, Purchasing Agent
Jason Greenberg, Director (Task Assigned), Technical Support Services
Annmarie Richards, Coordinator, Supplier Diversity & Outreach Program

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2021-11-09	Regular School Board Meeting
CATEGORY:	OO. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-22.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **RFP-19-097E – WAN Fiber Options (Network Architect Services)**

REQUESTED ACTION: **Approve the recommendation for First Amendment to the above-referenced Request for Proposal (RFP); Contract Term: March 4, 2020 through March 3, 2030; Award Amount: $34,141,000; Awarded Vendor(s): Education Networks of America, Inc. (ENA); User Department: Information Technology Division; Small/Minority/Women Business Enterprise Vendor(s): None.**

STRATEGIC ALIGNMENT

Which strategic initiative(s) best aligns to this item?

Safety, Security, & Risk Mitigation	***Tool Development, Implementation, & Use***

Is approval of this agenda item required to implement a tactic included within an initiative of the strategic plan? **NO**

Will the implementation of this item have a direct impact on one of the **2024 Strategic Plan Primary Metrics**? **NO**

***If YES**, identify the primary metric and include the corresponding figures in the table below.*

Primary Goal & Metric:

Level	Baseline	2024 Target	Most Current

Also identify any secondary metrics utilized to evaluate the success of this item/initiative.

Metric	Baseline	Target

***If NO**, outline below how staff intends to evaluate the success/impact of this item/initiative.*

Successful onboarding of a network architect.

BACKGROUND, SUMMARY EXPLANATION, AND HISTORY OF ITEM

Was this item previously presented to the School Board? **YES**

The SBBC network infrastructure is complex by design, crossing several production and security system layers, to deliver a seamless & CIPA (Children's Internet Protection Act) secure experience for network access to resources for our students and staff. ENA will provide Network Architect Services Professional and Field Engineering professional services. Resource and services will be dedicated to the District, allowing communication directly with the Network Architect Services team and not through a ENA's Customer Technical Assistance Center.

The Amendment to the Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

RELATED ITEMS

EE-12 - 03/03/20

EXHIBITS

- Executive Summary
- Financial Analysis Worksheet
- Agreement

DEPENDENCIES:

Outline critical dependencies that are associated with successful implementation of this item/initiative.

1. Vendor resource availability.
2.

RESOURCES REQUIRED

Budget

Are additional funds required in relation to the approval of this item?	**NO**
If YES, How much additional funding is necessary to implement this item?	
If NO, How much existing funding will be spent to implement this item?	$343,200 per year

SOURCE OF FUNDS: Information Technology's operating budget.

Spending Authority

Is additional spend authority required for this item?	**NO**
If YES, How much additional spending authority is necessary to implement this item?	

Staffing

Is additional staff required in relation to the implementation of this item?	**NO**

If YES, identify the number of additional positions and the estimated costs for the additional staff.

No.	Cost

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Vincent Vinueza	Phone:	754-321-0308
Name:	Mary C. Coker	Phone:	754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Jermaine Fleming, Acting, Chief Strategy & Operations Officer

Signature

Dr. Jermaine Fleming, Acting

Electronic Signature

Form \$4189 Revised 1/20

VLC/JSM

Approved in Open Board Meeting On: November 9, 2021

By: Rosalind Osgood

School Board Chair

DocuSign Envelope ID: 940F6C5C-DF61-4D1A-B745-253BAF9958BC

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this 9th day of November, 2021, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

EDUCATION NETWORKS OF AMERICA, INC.
(hereinafter referred to as "VENDOR"),
having its principal place of business at
618 Grassmere Park Drive, Suite 12, Nashville, Tennessee 37211

WHEREAS, SBBC and VENDOR entered into an Agreement dated March 3, 2020 (hereafter "Agreement"); and

WHEREAS, the Agreement is for a managed dark fiber wide area network (WAN); and

WHEREAS, the RFP that the Agreement results from states in section 2.8 that as new business needs are identified, modifications may be made to the services; and

WHEREAS, the VENDOR advised in their Proposal that they can supply Professional Services and SBBC now requires Network Architect and Field Engineering professional services; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement through this First Amendment to Agreement (hereafter "Amendment").

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

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Amended Provisions.** The parties hereby agree to the following amended provisions to be added to the Agreement, by interlineation, as follows:

2.17 Professional Services. VENDOR shall provide a Network Architect Services Professional and Field Engineering professional services in accordance with the skills, qualifications, experience, responsibilities, and guidelines set forth in Schedule "A", attached and incorporated herein. SBBC shall pay VENDOR a flat fee of Three Hundred Forty Three Thousand and Two Hundred Dollars ($343,200.00) annually via monthly payments for the Network Architect and Field Engineering professional services. VENDOR shall invoice SBBC on the first of each month in the amount of Twenty Eight Thousand Six Hundred Dollars ($28,600.00) as a flat fee for the services delivered the previous month. SBBC will not reimburse or cover travel or travel related expenses for any services provided under this Agreement. If at anytime SBBC no longer requires the Network Architect Services Profesional and Field Engineering services from VENDOR, SBBC may cancel, with or without cause, such Network Architect Services Professional and Field Engineering services upon 30 days written notice to VENDOR, and SBBC will no longer be obligated to pay the monthly fee for the Network Architect Services Professional and Field Engineering professional services. SBBC's cancellation of the Network Architect Services Professional and Field Engineering services will not have any effect on the remaining terms of the Agreement or the other services provided by VENDOR. In the event of such cancellation, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for the Network Architect Services professional and Field Engineering services scheduled to be delivered after the effective date of such cancellation.

1.03 **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

a) this First Amendment to Agreement; then
b) the Agreement; then
c) Addendum No. 2 to RFP 19-097E; then
d) Addendum No. 1 to RFP 19-097E; then
e) RFP 19-097E – WAN Fiber Options; then
f) Proposal submitted by VENDOR in response to RFP 19-097E.

1.04 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.05 **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

DocuSign Envelope ID: 940F6C5C-DF61-4D1A-B745-253BAF9958BC

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Dr. Rosalind Osgood, Chair

ATTEST:

_____
Dr. Vickie L. Cartwright,
Interim Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by Eric Abend
Reason: ENA Amendment
Date: 2021.10.28 11:05:17 -04'00'

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

EDUCATION NETWORKS OF AMERICA, INC.

ATTEST:

DocuSigned by:
Kathryn O'Connor
BE65FF62D5644FD...
Kathryn G. O'Connor, Secretary

By DocuSigned by:
Gayle Nelson
54CF9FE10EEA41A...
Gayle Nelson, Chief Revenue Officer

-or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 10/27/2021 (*date*) by Karen Lacey (*name of officer or agent, title of officer or agent*) of Education Networks of America, Inc. (*name of corporation acknowledging*), a Delaware (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced personally known to me (*type of identification*) as identification and who ☒did/☐did not first take an oath this 27th day of October, 2021.

My Commission Expires:

DocuSigned by:
Karen Lacey
D07C5E62A3944C5...
Signature – Notary Public

Karen Lacey
Printed Name of Notary

(SEAL)

Commission No. Not Applicable
My Commission Expires May 9, 2023
Notary's Commission No.

DocuSign Envelope ID: 940F6C5C-DF61-4D1A-B745-253BAF9958BC

SCHEDULE "A": Network Architect Engineering Professional Services & Staff Augmentation

Network Architecture Services Skill Sets:
Routing and Switching; Firewall and Unified Thread Management; Network Design; Security Design; Reference Architectures; Cisco router and Nexus switches; Fortigate firewalls and Fortinet ecosystem; F5 VIPRION platform; HPE routing and switching hardware.

Minimum Network Architecture Service Responsibilities:
- Evaluate emerging technologies and perform functionality testing
- Recommend strategies to improve network performance and increase scalability
- Document and deploy device standards and configuration best practices
- Provide highest tier support for network and security teams
- Supply training and knowledge transfer to team members
- Investigate published security advisories and recommend action to mitigate potential threats

SBBC and Network Architect Guidelines:

1. Network Architect Services Professional will be a part of the VENDOR's Architecture team, dedicated to SBBC. Network Architect Services Professional would be provided at 50 hours per week, scheduled as agreed upon by SBBC's Information Technology Division and VENDOR.

2. Network Architecture Services Professional and Field Engineering staff is employed by VENDOR with VENDOR's benefits, including holidays and paid time off (PTO).

3. SBBC shall communicate directly with Network Architect Services Staff (and would not go through VENODR's CTAC [Customer Technical Assistance Center] team), who would essentially act as a member of the SBBC technical team, with guidance, personnel management, and professional development provided by VENDOR.

4. If possible, the Network Architect Services Professional will live in South Florida, but it is not guaranteed. If the Network Architect Services Professional is physically located outside of market, VENDOR's Field Engineering will act as "smart hands" for anything SBBC and Network Architect need to have physically touched or altered at SBBC location(s). The number of Field Engineering hours will be limited to 16 hours on-site per month.

    a. If the Network Architect Services Professional lives outside the South Florida area, VENDOR will facilitate for Network Architect Services Professional to be onsite with SBBC for a one (1) week per month, to be scheduled as agreed upon by SBBC and VENDOR. If SBBC does not utilized the week of onsite care within the year in which it accrues, the week(s) will be "rolled-over" and be available to SBBC in subsequent year(s).

    b. At the commencement of this Amendment, Network Architect Services Professional will be onsite with SBBC for three (3) weeks the first month, two (2) weeks the second month and as needed thereafter, as agreed upon by IT and VENDOR.

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Mauricio R. Stradiotti, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0501 • fax: 754-321-0936
mauricio.stradiotti@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Debra Hixon, Chair
Sarah Leonardi, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Dr. Jeff Holness
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

May 21, 2025

Zaya Education, Inc. f/k/a
Education Networks of America, Inc.
618 Grassmere Park Drive, Suite 12
Nashville, Tennessee 37211

RE: RFP-19-097E - WAN Fiber Options

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and Zaya Education, Inc. f/k/a Education Networks of America, Inc. This is the result of the School Board's approval on May 13, 2025, for Item OO-13. Full details are outlined in the Agreement.

Sincerely,

Mauricio R. Stradiotti, Director
Procurement & Warehousing Services

MRS: bm
Attachment(s)

cc: Cynthia Gomez, Purchasing Agent III
Jason Greenberg, Director, Infrastructure Services
Annmarie Richards, Advocacy & Compliance Coordinator, Economic Development & Diversity Compliance

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2025-05-13	Regular School Board Meeting
CATEGORY:	OO. Operations & Facilities
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-13.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

RFP-19-097E - WAN Fiber Options

REQUESTED ACTION:

Approve the Second Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Zayo Education, Inc. for a vendor name change from Education Networks of America, Inc. to Zayo Education, Inc., for a term that commences on March 3, 2020, and concludes on March 3, 2030. District-wide.

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Second Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Second Amendment

FINANCIAL IMPACT:

There is no additional financial impact to the District for the name change amendment.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Wanda F. Paul	Phone:	754-321-2659
Name:	Olen Davis	Phone:	754-321-2607

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Wanda F. Paul, Chief Operations & Facilities Officer

Signature

Wanda F. Paul, Chief Operations & Facilities Officer

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: May 13, 2025

By: Debra Hixon

School Board Chair

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

ZAYO EDUCATION, INC.
f/k/a EDUCATION NETWORKS OF AMERICA, INC.,
(hereinafter referred to as "VENDOR"),
having its principal place of business at
618 Grassmere Park Drive, Suite 12, Nashville, Tennessee 37211

WHEREAS, SBBC and VENDOR, entered into an Agreement that commenced on March 3, 2020 and expires on March 3, 2030 (hereafter "Agreement"); and

WHEREAS, on or about December 11, 2024, VENDOR changed its name from Education Networks of America, Inc., to Zayo Education, Inc. See **Exhibits A and B** attached hereto, referenced herein and incorporated into this Agreement; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement through this Second Amendment to Agreement (hereafter "Second Amendment").

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

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Name Change.** Education Networks of America, Inc., is replaced with Zayo Education, Inc. by interlineation, within the Agreement.

1.03 **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents takes precedence in this order:

a) This Second Amendment to Agreement, then;
b) First Amendment to Agreement, then;
c) The Agreement, then;
d) Addendum No. 2 to RFP 19-097E, then;
e) Addendum No. 1 to RFP 19-097E, then;
f) RFP 19-097E - WAN Fiber Options, then;
g) Proposal submitted by VENDOR in response to RFP 19-097E

1.04 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.05 **Authority.** Each person signing this Second Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to Agreement on the Effective Date.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

ATTEST:

Dr. Howard Hepburn,
Superintendent of Schools

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By Debra Hixon
Debra Hixon, Chair

Date May 13, 2025

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2025.04.07 09:13:06 -04'00'

Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

ZAYO EDUCATION, INC.
f/k/a EDUCATION
NETWORKS OF AMERICA,
INC.

ATTEST:

By _____
Signature

_____, Secretary

Printed Name: Michael McKerley

-or-

Title: SVP - Managed Services

_____
Witness

_____
Witness

STATE OF Tennessee

COUNTY OF Davidson

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this April 3, 2025 (*date*) by Michael McKerley (*name of officer or agent, title of officer or agent*) of Zayo Education, Inc. (*name of corporation acknowledging*), a Delaware (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced _____ (*type of identification*) as identification and who ☒did/☐did not first take an oath this 3rd day of April, 2025.

My Commission Expires: July 7, 2027

_____
Signature – Notary Public

(SEAL)

VICKIE L. NOLTKAMPER
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Commission Expires July 7, 2027

Vickie L. Noltkamper
Printed Name of Notary

N/A
Notary's Commission No.

State of Florida Affidavit
Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: Zayo Education, Inc. f/k/a Education Networks of America, Inc.

Vendor FEIN: 62-1805864

Vendor's Authorized Representative Name and Title: Michael McKerley, SVP - Managed Services

Address: 618 Grassmere Park Drive, Suite 12

City: Nashville State: TN Zip Code: 37211

Phone Number: 615-406-3975 Email Address: michael.mckerley@zayo.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

AUTHORIZED SIGNATURE

Print Name and Title: Michael McKerley, SVP - Managed Services Date: 4/3/2025

F07000000685

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only

600441588676

12/27/24--01028--010 **35.00

EXHIBIT A

FILED
2024 DEC 27 PM 1:07
SECRETARY OF STATE
TALLAHASSEE, FL

Docusign Envelope ID: 637B4283-8649-4DB8-B9ED-80C5826BE8A2

COVER LETTER

TO: Amendment Section Division of Corporations

SUBJECT: Education Networks of America, Inc. - Name Change to Zayo Education, Inc.
Name of Corporation

DOCUMENT NUMBER: F07000000685

The enclosed Amendment and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Lauren Lantero
Name of Contact Person

c/o Zayo Group, LLC
Firm/Company

1401 Wynkoop Street, Suite 500
Address

Denver, CO 80202
City/State and Zip Code

lauren.lantero@zayo.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Debbie King-Crain at (615) 747-2127
Name of Contact Person Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:

☒ $35 Filing Fee ☐ $43.75 Filing Fee & Certificate of Status ☐ $43.75 Filing Fee & Certified Copy ☐ $52.50 Filing Fee, Certificate of Status & Certified Copy

EXHIBIT A

2007 DEC 27 PM 1:07

Mailing Address:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:
Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

Docusign Envelope ID: 637B4283-8649-4DB8-B9ED-80C5826BE8A2

PROFIT CORPORATION
APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA
(Pursuant to s. 607.1504, F.S.)

SECTION I
(1-3 MUST BE COMPLETED)

F07000000685
(Document number of corporation (if known))

1. Education Networks of America, Inc.
(Name of corporation as it appears on the records of the Department of State)

2. Delaware
(Incorporated under laws of)

3. February 5, 2007
(Date authorized to do business in Florida)

SECTION II
(4-7 COMPLETE ONLY THE APPLICABLE CHANGES)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation? December 11, 2024

5. Zayo Education, Inc.
(Name of corporation after the amendment, adding suffix "corporation," "company," or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation)

(If new name is unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

6. If the amendment changes the period of duration, indicate new period of duration.

(New duration)

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.

(New jurisdiction)

EXHIBIT A

FILED
2024 DEC 27 PM 1:07
SECRETARY OF STATE
TALLAHASSEE, FL

8. **If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:**

Name of New Registered Agent

(Florida street address)

New Registered Office Address: *(City)*, Florida *(Zip Code)*

New Registered Agent's Signature, if changing Registered Agent:
I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

Docusign Envelope ID: 637B4283-8649-4DB8-B9ED-80C5826BE8A2

9. If the amendment changes person, title or capacity in accordance with 607.1504 (4), indicate that change:

Title/ Capacity	Name	Address	Type of Action
			☐Add
			☐Remove
			☐Add
			☐Remove
			☐Add
			☐Remove
			☐Add
			☐Remove
			☐Add
			☐Remove

EXHIBIT A

10. Attached is a certificate or document of similar import, evidencing the amendment, authenticated not more than 90 days prior to delivery of the application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the laws of which it is incorporated.

DocuSigned by:
Lauren Lantero
39BB240E66F142A...

(Signature of a director, president or other officer - if in the hands of a receiver or other court appointed fiduciary, by that fiduciary)

Lauren Lantero
(Typed or printed name of person signing)

SVP, General Counsel
(Title of person signing)

2024 DEC 27 PM 1:07
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILING FEE $35.00

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ZAYO EDUCATION INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE ELEVENTH DAY OF DECEMBER, A.D. 2024.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "ZAYO EDUCATION INC." WAS INCORPORATED ON THE SEVENTEENTH DAY OF DECEMBER, A.D. 1999.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

EXHIBIT A

2024 DEC 27 PM 1:07

OF STATE

FL

Jeffrey W. Bullock, Secretary of State

3127361 8300

SR# 20244455420

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 205106968

Date: 12-11-24

DocuSign Envelope ID: 637B4263-8649-4D58-B9ED-80C38208E8A2

PROFIT CORPORATION
APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA
(Pursuant to s. 607.1504, F.S.)

SECTION I
(1-3 MUST BE COMPLETED)

F07000000685
(Document number of corporation (if known)

1. Education Networks of America, Inc.
(Name of corporation as it appears on the records of the Department of State)

2. Delaware (Incorporated under laws of)

3. February 5, 2007 (Date authorized to do business in Florida)

SECTION II
(4-7 COMPLETE ONLY THE APPLICABLE CHANGES)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation? December 11, 2024

5. Zayo Education, Inc.
(Name of corporation after the amendment, adding suffix "corporation," "company," or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation)

(If new name is unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

6. If the amendment changes the period of duration, indicate new period of duration.

(New duration)

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.

(New jurisdiction)

8. **If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:**

Name of New Registered Agent

(Florida street address)

New Registered Office Address: *(City)*, Florida *(Zip Code)*

New Registered Agent's Signature, if changing Registered Agent:
I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

EXHIBIT A

Docusign Envelope ID: 637B4283-8649-4DB8-B9ED-B0C5826BE8A2

9. If the amendment changes person, title or capacity in accordance with 607.1504 (4), indicate that change:

Title/ Capacity	Name	Address	Type of Action
			☐Add
			☐Remove
			☐Add
			☐Remove
			☐Add
			☐Remove
			☐Add
			☐Remove
			☐Add
			☐Remove

EXHIBIT A

10. Attached is a certificate or document of similar import, evidencing the amendment, authenticated not more than 90 days prior to delivery of the application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the laws of which it is incorporated.

DocuSigned by:
Lauren Lantero
79BB240E66F142A...

(Signature of a director, president or other officer - if in the hands of a receiver or other court appointed fiduciary, by that fiduciary)

Lauren Lantero
(Typed or printed name of person signing)

SVP, General Counsel
(Title of person signing)

FILING FEE $35.00

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ZAYO EDUCATION INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE ELEVENTH DAY OF DECEMBER, A.D. 2024.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "ZAYO EDUCATION INC." WAS INCORPORATED ON THE SEVENTEENTH DAY OF DECEMBER, A.D. 1999.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

EXHIBIT A

Jeffrey W. Bullock, Secretary of State

3127361 8300

SR# 20244455420

You may verify this certificate online at corp.delaware.gov/authver.shtm

Authentication: 205106968

Date: 12-11-24

PROFIT CORPORATION

APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

(Pursuant to s. 607.1504, F.S.)

SECTION I

(1-3 MUST BE COMPLETED)

F07000000685

(Document number of corporation (if known)

1. Education Networks of America, Inc.

(Name of corporation as it appears on the records of the Department of State)

2. Delaware (Incorporated under laws of)

3. February 5, 2007 (Date authorized to do business in Florida)

SECTION II

(4-7 COMPLETE ONLY THE APPLICABLE CHANGES)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation? December 11, 2024

5. Zayo Education, Inc.

(Name of corporation after the amendment, adding suffix "corporation," "company," or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation)

(If new name is unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

6. If the amendment changes the period of duration, indicate new period of duration.

(New duration)

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.

(New jurisdiction)

8. **If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:**

Name of New Registered Agent

(Florida street address)

New Registered Office Address: _____, Florida_____

(City) *(Zip Code)*

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

EXHIBIT A

9. If the amendment changes person, title or capacity in accordance with 607.1504 (4), indicate that change:

Title/ Capacity	Name	Address	Type of Action
			☐Add
			☐Remove
			☐Add
			☐Remove
			☐Add
			☐Remove
			☐Add
			☐Remove
			☐Add
			☐Remove

EXHIBIT A

10. Attached is a certificate or document of similar import, evidencing the amendment, authenticated not more than 90 days prior to delivery of the application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the laws of which it is incorporated.

DocuSigned by:
Lauren Lantero
[illegible]

(Signature of a director, president or other officer - if in the hands of a receiver or other court appointed fiduciary, by that fiduciary)

Lauren Lantero
(Typed or printed name of person signing)

SVP, General Counsel
(Title of person signing)

FILING FEE $35.00

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ZAYO EDUCATION INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE ELEVENTH DAY OF DECEMBER, A.D. 2024.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "ZAYO EDUCATION INC." WAS INCORPORATED ON THE SEVENTEENTH DAY OF DECEMBER, A.D. 1999.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

EXHIBIT A

Jeffrey W. Bullock, Secretary of State

3127361 8300

SR# 20244455420

You may verify this certificate online at corp.delaware.gov/authver.shtm

Authentication: 205106968

Date: 12-11-24

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "EDUCATION NETWORKS OF AMERICA, INC.", CHANGING ITS NAME FROM "EDUCATION NETWORKS OF AMERICA, INC." TO "ZAYO EDUCATION INC.", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF NOVEMBER, A.D. 2024, AT 1:09 O`CLOCK P.M.

EXHIBIT B

Jeffrey W. Bullock, Secretary of State

3127361 8100
SR# 20244338463

Authentication: 204989348
Date: 11-27-24

You may verify this certificate online at corp.delaware.gov/authver.shtml

Docusign Envelope ID: EE9EEC76-8F67-4E0E-B0F4-C396607D7BF5

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of Education Networks of America Inc. resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "Article I" so that, as amended, said Article shall be and read as follows:

"Zayo Education Inc." is the name of the corporation (the "Corporation")

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 26th day of November, 2024.

DocuSigned by:
By: Lauren Lantero
399B240E68F142A...
Authorized Officer

Title: Assistant Secretary

Name: Lauren Lantero
Print or Type

EXHIBIT B

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:09 PM 11/27/2024
FILED 01:09 PM 11/27/2024
SR 20244338463 - File Number 3127361

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ZAYO EDUCATION INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SEVENTH DAY OF NOVEMBER, A.D. 2024.

EXHIBIT B

Jeffrey W. Bullock, Secretary of State

3127361 8300

SR# 20244338463

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 204989349

Date: 11-27-24

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "EDUCATION NETWORKS OF AMERICA, INC.", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "ZAYO EDUCATION INC." ON THE TWENTY-SEVENTH DAY OF NOVEMBER, A.D. 2024, AT 1:09 O`CLOCK P.M.

EXHIBIT B

Jeffrey W. Bullock, Secretary of State

3127361 8320
SR# 20244338463

Authentication: 204989331
Date: 11-27-24

You may verify this certificate online at corp.delaware.gov/authver.shtml

NOVATION AGREEMENT AND
THIRD AMENDMENT TO AGREEMENT

THIS NOVATION AGREEMENT AND THIRD AMENDMENT TO AGREEMENT
is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

ZAYO EDUCATION, INC. ("VENDOR" and "ZAYO EDU INC." and "TRANSFEROR"),
F/K/A EDUCATION NETWORKS OF AMERICA, INC. ("ENA INC."),
a for profit corporation of the State of Colorado,
having its principal place of business at
1401 Wynkoop Street, Suite 500, Denver, Colorado 80202

and

ZAYO EDUCATION, LLC ("VENDOR" and "ZAYO EDU LLC" and "TRANSFEREE"),
F/K/A ENA SERVICES, LLC ("ENA LLC"),
a limited liability company of the State of Delaware,
having its principal place of business at
618 Grassmere Park Drive, Suite 12, Nashville, Tennessee 37211

Each a "party" and collectively, the "parties"

A. **Background of the Parties**.

WHEREAS, ZAYO EDU INC. is a subsidiary and the dedicated education division of Zayo Group, LLC ("ZGL"); and

WHEREAS, ZAYO EDU LLC is a subsidiary and brand of ZGL that provides managed network connectivity, communications, and cybersecurity services to K-12 school districts.

B. **<u>The Primary Transaction</u>**.

WHEREAS, SBBC issued Request for Proposal, identified as "RFP 19-097E – WAN Fiber Options," dated September 24, 2018, as amended by Addendum No. 1, dated October 8, 2018, and Addendum No. 2, dated October 15, 2018 (collectively, "RFP 19-097E"), incorporated herein by reference; and

WHEREAS, SBBC and ENA INC. entered into an Agreement pursuant to the RFP 19-097E commencing on March 3, 2020, and expiring on March 3, 2030 ("WAN Fiber Options Agreement") incorporated herein by reference; and

WHEREAS, on November 9, 2021, SBBC and ENA INC. entered into a First Amendment to Agreement ("First Amendment") for Professional Services (Network Architect and Field Engineering), incorporated herein by reference; and

WHEREAS, on May 13, 2025, SBBC and ENA INC. entered into a Second Amendment to Agreement ("Second Amendment"), changing the vendor name from "Education Networks of America, Inc." to "Zayo Education, Inc." incorporated herein by reference; and

WHEREAS, on November 12, 2025, SBBC adopted Resolution No. 26-120 to declare the Technology Services and Support Center ("TSSC") and TSSC Annex as surplus properties, no longer needed for educational purposes, and permitting the disposal of both thereof; and

WHEREAS, in accordance with RFP 19-097E and the WAN Fiber Options Agreement, SBBC may may modify the services as new business needs are identified and technologies change, while protecting the price levels and discounts offered therein; and

WHEREAS, in accordance with RFP 19-097E and the WAN Fiber Options Agreement, SBBC possesses a data center and hub location at the TSSC; and

WHEREAS, on June 11, 2026, ZAYO EDU LLC notified SBBC that "ENA Services, LLC" changed its name to "Zayo Education, LLC" and that contracts in Florida with ZAYO EDU INC. were being transitioned to ZAYO EDU LLC; and

WHEREAS, ZAYO EDU INC. and ZAYO EDU LLC remain separate legal entities; and

WHEREAS, ZAYO EDU INC. warrants that ZAYO EDU LLC is able to fully perform all obligations that exist under the WAN Fiber Options Agreement; and

WHEREAS, ZAYO EDU LLC warrants that it is able to fully perform all obligations that exist under the WAN Fiber Options Agreement; and

WHEREAS, it is in the interest of SBBC to recognize ZAYO EDU LLC as the successor party to the WAN Fiber Options Agreement; and

WHEREAS, SBBC consents to the transfer of the WAN Fiber Options Agreement based on the warranties as stated in this Novation Agreement by ZAYO EDU LLC; and

WHEREAS, in accordance with RFP 19-097E, the WAN Fiber Options Agreement, and Resolution No. 26-120, the parties mutually desire that ZAYO EDU LLC provide SBBC with data center colocation services to a carrier-grade, secure off-site facility, to include cross-connects from Crown Castle services, through this Third Amendment; and

WHEREAS, the parties mutually desire to amend certain provisions of the WAN Fiber Options Agreement through this Third Amendment to Agreement ("Third Amendment").

C. Related Agreement.

WHEREAS, on or about May 12, 2026, ZGL notified SBBC that on May 1, 2026, Front Range Intermediate Unit, an affiliate of ZGL, acquired one hundred percent ownership in the fiber solutions business of Crown Castle Fiber LLC, to include Fiber AssetCo LLC d/b/a ZAYO ("ZAYO"); and

WHEREAS, on June 9, 2026, SBBC entered into a Novation Agreement and Second Amendment to Agreement with ZAYO and Crown Castle Fiber LLC, transferring the Agreement awarded under "RFP 24-243 – Internet Service Provider," to ZAYO and amending certain provisions thereof.

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

ARTICLE 1 - RECITALS

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - NOVATION AGREEMENT

2. ZAYO EDUCATION, INC. ("**TRANSFEROR**") a for profit corporation duly organized and existing under the laws of the State of Colorado; ZAYO EDUCATION, LLC, ("**TRANSFEREE**") a limited liability company duly organized and existing under the laws of the State of Delaware, and THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida ("**SBBC**"), enter into this Novation Agreement, effective as of the date of the last signature below, unless terminated earlier pursuant to Section 3.05 (Termination) of the WAN Fiber Options Agreement.

3. **Transfer, Waiver, and Assumption**.

a) ZAYO EDU INC. confirms the transfer of the Wan Fiber Options Agreement to ZAYO EDU LLC, and transfers any claims and rights against SBBC that it now has or may have in the future in connection with the WAN Fiber Options Agreement to ZAYO EDU LLC.

b) ZAYO EDU LLC agrees to be bound by and to perform any and all responsibilities under the WAN Fiber Options Agreement.

c) ZAYO EDU LLC assumes all obligations and liabilities of, and all claims against ZAYO EDU INC. under the WAN Fiber Options Agreement, as if ZAYO EDU LLC were the original party to the WAN Fiber Options Agreement.

d) ZAYO EDU LLC ratifies all previous actions taken by ZAYO EDU INC. with respect to the WAN Fiber Options Agreement, with the same force and effect as if the action has been take by ZAYO EDU LLC.

4. **Payments**.

a) ZAYO EDU INC. shall refund to SBBC only those fees, if any, that were paid in error or relate to services not rendered prior to the Effective Date. All other properly earned fees shall not be subject to refund.

b) All payments and reimbursements previously made by SBBC to ZAYO EDU INC. and all other previous actions taken by SBBC under the Purchase Orders shall be considered to have discharged those parts of SBBC's obligations under the Purchase Orders.

c) All payments and reimbursements made by SBBC after the date of this Novation Agreement in the name of or to ZAYO EDU INC. shall have the same force and effect as if made to ZAYO EDU LLC, and shall constitute a complete discharge of SBBC's obligations under the Purchase Orders, to the extent the amounts paid or reimbursed.

d) ZAYO EDU INC. and ZAYO EDU LLC agree and confirm that SBBC is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer of this Novation Agreement, other than those that SBBC in the absence of this transfer would have been obligated to pay or reimburse under the terms of the WAN Fiber Options Agreement.

e) Unless required to be changed, within the sole discretion of SBBC, the Purchase Orders shall remain in full force and effect, except as modified by this Novation Agreement.

5. **No Waiver**. Nothing herein shall be construed as a waiver of any rights of SBBC against ZAYO EDU INC.

6. **Successor in interest**. SBBC recognizes ZAYO EDU LLC as ZAYO EDU INC.'s successor in interest in and to the Purchase Orders and outstanding invoices. ZAYO EDU LLC by this Novation Agreement becomes entitled to all rights, titles, and interests of ZAYO EDU INC. in and to the Purchase Orders and invoices, as if ZAYO EDU LLC were the original party to the Purchase Orders and invoices.

7. **Insurance and Indemnification**.

a) Insurance Certificates. For this novation to be effective, ZAYO EDU LLC shall provide SBBC insurance certificates and endorsements for the identical type and amount of coverage currently required under the WAN Fiber Options Agreement.

b) ZAYO EDU LLC shall, to the fullest extent permitted by law, indemnify, defend and protect SBBC, and hold SBBC harmless from and against any and all liabilities, losses, damages, claims, costs or expenses (including attorney's fees) arising out of ZAYO EDU INC.'s and/or ZAYO EDUC LLC's failure to comply with any term or obligation of this Novation Agreement or the WAN Fiber Options Agreement. Defense obligations under this section shall be provided immediately following a tender of defense.

8. **General Provisions**.

a) Governing Law and Venue. This Novation Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Novation Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Novation Agreement.

b) Foreign Country of Concern Attestation Form. The provisions of this section apply if VENDOR has access to individual personal identifying information ("PII"). By execution of this Novation Agreement, the undersigned authorized representatives of both ZAYO EDU INC. and ZAYO EDU LLC, hereby attest under penalty of perjury as follows: ZAYO EDU INC. and ZAYO EDU LLC are not owned by the government of a foreign country of concern, are not organized under the laws of nor have their principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest ZAYO EDU INC. or ZAYO EDU LLC; and the undersigned authorized representatives of ZAYO EDU INC. and ZAYO EDU LLC declare that they have read the foregoing statement and that the facts stated therein are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138 and 501.17(g)1, Florida Statutes, as worded or may be

amended hereafter. The Attestation Forms for ZAYO EDU INC. and ZAYO EDU LLC are incorporated herein by reference.

c) Entirety of Agreement. This Novation Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Novation Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

d) Severability. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Novation Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Novation Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

e) Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

TO SBBC:
Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to:
Chief Information Officer
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

TO ZAYO EDU INC.:
Attn: General Counsel
1401 Wynkoop St., Ste. 500
Denver, CO 80202

TO ZAYO EDU LLC:
Attn: General Counsel
1401 Wynkoop St., Ste. 500
Denver, CO 80202

9. **Order of Precedence Among WAN Fiber Agreement Documents**.

First:	This Novation Agreement; then
Second:	The Third Amendment; then
Third:	The Second Amendment; then
Fourth:	The First Amendment; then
Fifth:	The WAN Fiber Options Agreement
Sixth:	Addendum No. 2 to RFP 19-097E; then
Seventh:	Addendum No. 1 to RFP 19-097E; then
Eighth:	RFP 19-097E – WAN Fiber Options
Ninth:	VENDOR's Proposal in response to RFP 19-097E – WAN Fiber Options

10. **Authority**. Each person signing this Novation Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Novation Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Novation Agreement.

ARTICLE 3 - THIRD AMENDMENT

1. **Amended Provisions**. The parties hereby agree to the following amended provisions to the WAN Fiber Options Agreement:

a) Provisions 2.18, 2.19, 2.20, 2.21, and **Exhibit A** are **added** to the WAN Fiber Options Agreement by interlineation as follows:

2.18 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.19 **Certification Regarding Scrutinized Activities**. Pursuant to Section 287.135, Florida Statutes, any contract with SBBC for goods or services of any amount entered into or renewed on or after:

1. July 1, 2018, may be terminated at SBBC's option if the awardee is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

2. July 1, 2025, may be terminated at SBBC's option if the awardee is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel.

Section 287.135(2)(a), Florida Statutes, prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing an Agreement for $100,000 or more if, at the time of contracting or renewal, the company or other entity is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company or other entity is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, both created pursuant to Section 215.473, Florida Statutes, or the company or other entity is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies or Other Entities that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies or Other Entities that Boycott Israel List, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria.

2.20 **Affidavit Regarding the Use of Coercion for Labor and Services.** Pursuant to Section 787.06(14), Florida Statutes, all non-governmental entities executing, renewing, or extending an agreement with SBBC must attest under penalty of perjury that the non-governmental entity does not use coercion for labor or

services as defined in that statute. By execution of this Agreement by an authorized representative of VENDOR, VENDOR hereby attests under penalty of perjury that VENDOR does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of VENDOR declares that they have read the foregoing statement and that the facts stated in it are true. Further, any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with VENDOR's use of coercion for labor or services as defined by Section 787.06(14), Florida Statutes, is not a Force Majeure event under this Agreement. VENDOR's Affidavit is incorporated herein by reference.

2.21 **Site and Service Initiation for Co-Location**. VENDOR shall provide a data center co-location services at 2530 North Andrews Avenue, Pompano Beach, Florida 33064, in accordance with the Agreement, RFP 19-097E, VENDOR's Proposal in response to RFP 19-097E, **Exhibit A**, and as specified below:

1. Seven (7) standard 42U racks fully provisioned for SBBC use.
2. Private cage enclosure with secured, locked access capable of housing ten (10) locking cabinets.
3. Generator Backup power.
4. 24/7/365 facility security and badged access.
5. Environmental controls including HVAC, humidity management, and monitoring.
6. Cross-connects for Crown Castle services.
7. ISO27001 compliance for building outer perimeter
8. Service Level Agreements (SLAs):
   a) Facility Uptime: 99.99%
   b) Power SLA: Dual-feed, generator-backed, < 5 min failover
   c) Network Cross-Connect SLA: 99.99% uptime
   d) Escalation Matrix: Tier 1 → Tier 2 NOC → Duty Manager → Executive Duty Officer
   e) Service Outage Credit Schedule: If service outage occurs, VENDOR agrees to the following credits as a percentage of the monthly recurring fees, which shall be credited on the next monthly invoice:

Length of Service Performance Impact or Outage (Hourly) Based on Performance Standard p/Hour	**Credit is the following percentage of monthly recurring fees**
Less than two (2) hours	No Credit
Greater than two (2) hours and less than four (4) hours	5%

Greater than four (4) hours and less than eight (8) hours	10%
Greater than eight (8) hours and less than twenty-four (24) hours	15%
Greater than twenty-four (24) hours and less than forty (40) hours	20%
Greater than forty (40) hours	25%

b) Provisions 2.05, 2.09, 2.10, and 2.11 **replace** their respective provisions in the WAN Fiber Options Agreement by interlineation as follows:

2.05 **Order of Precedence among Agreement Documents**. In the event of conflict between the Agreement documents, the following priority of shall govern:

First: This Third Amendment; then
Second: The Second Amendment; then
Third: The First Amendment; then
Fourth: The WAN Fiber Options Agreement; then
Fourth: Addendum No. 2 to RFP 19-097E; then
Fifth: Addendum No. 1 to RFP 19-097E; then
Sixth: RFP 19-097E – WAN Fiber Options
Seventh: VENDOR's Proposal in response to RFP 19-097E – WAN Fiber Options

2.09 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

Copy to: Chief Information Officer
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To ZAYO EDU LLC: Atten: General Counsel
1401 Wynkoop Street, Suite 500
Denver, Colorado 80202

2.10 **Background Screening**. VENDOR agrees to comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the back-ground screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties to perform under this Agreement. To the ex-tent permitted by law, VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sec-tions 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or VENDOR of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.11 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall 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 the Agreement's term and following completion of the Agreement if VENDOR does not transfer the

public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retain-ing public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAP-TER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, OPTION 5, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

c) Section 3.05 of the WAN Fiber Options Agreement is hereby amended by adding a new subsection (f) as follows:

(f) Data Center Co-location Services Termination. SBBC may, at any time and for any reason, terminate the data center co-location services without the need to terminate the Agreement in its entirety, by providing VENDOR at least thirty (30) calendar days' prior written notice. Upon such termination, SBBC shall pay VENDOR for all services completed and expenses incurred in accordance with the Agreement, but shall have no further payment obligations regarding the data center co-location services. In the event of termination under this section, the remaining portions of this Agreement shall remain in full force and effect.

2. **Cost and Payment**.

a) Cost. In accordance with the WAN Fiber Options Agreement and **Exhibit A**, the cost to SBBC for the services under this Third Amendment is fixed as specified below:

Colocation with 7 cabinets and Generator Backup Power

FTL2 -2530 N Andrews Ave, Pompano Beach, FL 33064

Term (Months)	Monthly Recurring Price	Non-Recurring Price
48	$10,665	$15,400

Additional locking cabinets (up to 3)

FTL2 -2530 N Andrews Ave, Pompano Beach, FL 33064

Term (Months)	Monthly Recurring Price Per Cabinet	Non-Recurring Price Per Cabinet
48	$770	$2,200

b) Payment.

1) Purchase Orders. Subsequent to the Effective Date of this Third Amendment, SBBC will issue an appropriate purchase order to VENDOR for the services under this Third Amendment.

2) Invoices. VENDOR shall submit proper and appropriate invoices monthly to SBBC referencing the specific services, cost, date, and quantity (if applicable) provided to SBBC under this Third Amendment.

3) Address. VENDOR shall submit proper and appropriate invoices monthly to the following address:

The School Board of Broward County, Florida
Accounting and Financial Reporting Department
Attn: Accounts Payable
600 Southeast Third Avenue, 7th Floor
Lauderdale, FL 33301

4) Payment due. Upon receipt of a proper and appropriate invoice from VENDOR, SBBC shall remit payment for satisfactorily delivered services under this Third Amendment within thirty (30) calendar days.

3. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

4. **Authority**. Each person signing this Third Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Third Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this Third Amendment upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2026.06.18 11:45:03 -04'00'
_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR ZAYO EDU INC.:

(Corporate Seal)

ZAYO EDUCATION, INC.

Signature: DocuSigned by: Ted Gilliam C22B15C7B7B746F...

Print Name: Ted Gilliam

Title: General Counsel, Strategic

Date: June 18, 2026

_____
Corporate Secretary Signature

-OR-

Signed by: Jason Alford E663F5794704440...
Witness Signature

Jason Alford
Print Name

-AND-

Signed by: Christine Kaleta-Young 3A597DDC9CAA4AE...
Witness Signature

Christine Kaleta-Young
Print Name

FOR ZAYO EDU LLC:

(Corporate Seal)

ZAYO EDUCATION, LLC

Signature: DocuSigned by: Ted Gilliam C22B15C7B7B746F...

Corporate Secretary Signature

Print Name: Ted Gilliam

Title: General Counsel, Strategic

-OR-

Date: June 18, 2026

Signed by: Jason Alford E663E5794704440...

Witness Signature

Jason Alford

Print Name

-AND-

Signed by: Christine Kaleta-Young 3A597DDC9CAA4AE...

Witness Signature

Christine Kaleta-Young

Print Name

[THIS SPACE IS INTENTIONALLY BLANK; EXHIBIT A FOLLOWS]

ZAYO GROUP LLC
1401 Wynkoop Street
Denver, CO 80202
USA
www.zayo.com
@ZayoGroup

The School Board of Broward County, Florida

March 25, 2026

Quote

Colocation with 7 cabinets and Generator Backup Power

FTL2 -2530 N Andrews Ave, Pompano Beach, FL 33064

Term (Months)	Monthly Recurring Price	Non-Recurring Price
48	$10,665	$15,400

Additional locking cabinets (up to 3)

FTL2 -2530 N Andrews Ave, Pompano Beach, FL 33064

Term (Months)	Monthly Recurring Price Per Cabinet	Non-Recurring Price Per Cabinet
48	$770	$2,200

Pricing Footnotes

- Pricing is coterminous to Broward's existing contract (initial term expiration March 3, 2030 with (3) 5-year extensions available.
- MRC includes Physical Space, Power (50kW-100kW), Cooling, Security, Bldg. Maintenance and Generator backup power.
- NRC includes Initial Deployment (Installation, Security Setup, Hardware, Administration)
- Additional cabinets may be purchased, up to three more will fit in the cage's current design.
- Broward to provide its own UPS backup power in the racks and will manage and maintain the equipment and failover in a power failure situation.
- The agreement can be **terminated by SBBC with or without cause with 30 days written notice.**
- The agreement is contingent on Board Approval.
- Quote valid for 90 days from header date.

EXHIBIT A

- **Custom locking cage**
  - ~ 16’ x 20’

- **7 locking cabinets**
  - Arranged 3 x 3
  - Space to add up to 3 more locking cabinets



- **Power per cabinet**
  - 220V/20A

- **Cross-connects for Crown Castle services included**
  - Crown Castle demarcation will require RUs

EXHIBIT A

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-21.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

RFP-FY24-017 - Group Term Life, Accidental Death/Dismemberment Insurance

REQUESTED ACTION:

Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Mutual of Omaha Insurance Company, for a term that commences on January 1, 2027, and concludes on December 31, 2027, with budget authority in the amount of $2,244,000. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The First Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Original Agreement
- First Amendment
- Evaluation

FINANCIAL IMPACT:

$2,244,000. Funds will come from the General Funds.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jul 14, 2026

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Romaneir D. Johnson
Title: Chief Financial Officer
Phone: 754-321-1990

EXECUTIVE SUMMARY

RFP-FY24-017 - Group Term Life, Accidental Death and Dismemberment Insurance for School Board Employees

---

Board Meeting Date: July 28, 2026

Requested Action:
Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Mutual of Omaha Insurance Company, for a term that commences on January 1, 2027, and concludes on December 31, 2027, with budget authority in the amount of $2,244,000.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	Purchasing Policy 3800.
Statutory Requirement	Rule 6A-I.012(11)(b) and Florida Administrative Code, Section I010.04(4)(a).
If the School Board votes "Yes"	SBBC will continue to provide Group Term Life and Accidental Death and Dismemberment (AD&D) Insurance to its benefits-eligible employees.
If the School Board votes "No"	SBBC employees will no longer have access to Life Insurance coverage.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	The expected outcomes or benefits include the following: • Enhanced employee financial security • Improved employee recruitment and retention • Increased interest and participation in voluntary benefits

Background/History
An initial three-year Agreement was awarded to Mutual of Omaha on August 8, 2023, under RFP-FY24-017 - Group Term Life, Accidental Death and Dismemberment Insurance for School Board Employees, during the Regular School Board Meeting Agenda Item OO-15 from January 1, 2024, through December 31, 2026, with two one-year renewal options.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	The First Amendment to Agreement will be for a term of 12 months, beginning January 1, 2027, through December 31, 2027.
Multi-Year Agreement:	Original Agreement Term: January 1, 2024, through December 31, 2026.
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Pursuant to Purchasing Policy 3800, and Section 6A-1.012(1)(a), of the F.A.C., Florida Administrative Code, a Request for Proposal (RFP) FY24-017 was released on December 22, 2022, for Group Term Life, Accidental Death and Dismemberment Insurance for School Board Employees. Requests for Proposals are publicly posted and require proposers to submit sealed Proposals, as outlined in the RFP. A copy of the RFP documents is available online at: http://www.broward.k12.fl.us/supply/agenda/RFP-FY24-017_GroupTermLifeAccidentalDeath&Dismemberment.pdf

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. The financial impact for fiscal year 2027 will be approximately $2,244,000. Funds will come from the General Funds.

New/Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
1/1/2027 - 12/31/2027	12 months	$2,244,000

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
FY27	6 months	General Fund	$1,122,000	Y

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
FY28	6 months	General Fund	$1,122,000

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Not Applicable
School Selection /Prioritization	Not Applicable
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Original Agreement
Exhibit C: First Amendment
Exhibit D: Evaluation

PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	FY24-017	**Preparation Date:**	June 29, 2026
Previous Bid # (Ex: 10-004R):	FY21-031	**Buyer/PA:**	BELINDA DEFOOR
New Bid Award Total:	$0	**Bid Title:**	GROUP TERM LIFE AND Accidental Death and Dismemberment Insurance for School Board Employees
Previous Award Total:	$0		
Bid Type:	NEW		
Previous Bid Term (Start Date):	1/1/2024	**New Bid Term (In Months):**	48
Previous Bid Term (End Date):	12/31/2026	**# of Months Into Bid:**	36

SPEND REPORTING	
Spend:	$2,095,506
P Card Purchases:	$0
Total Invoiced-to-Date Amount	**$2,095,506**
Average Monthly Expenditure:	$0
Unused Authorized Spending:	**$0**
Est. Forecasted Spend (For Entire Bid Term):	**$0**

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
MUTUAL OF OMAHA	N/A	$0.00
	PO VENDOR SPEND:	$0.00
	P-CARD SPEND:	$0.00
	TOTAL SPEND:	$2,095,506

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center		**Name** (First & Last)	Dr. Dildra Martin-Ogburn
Fund		**Title**	Director
Functional Area		**Department/School Name**	Benefits & Employment Services
Commitment Item		**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**6/30/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("First Amendment") is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

MUTUAL OF OMAHA INSURANCE COMPANY
(hereinafter referred to as ("MUTUAL OF OMAHA"),
a Nebraska corporation
authorized to do business in Florida
whose principal place of business is
1800 Pembrook Drive
Orlando, FL 32810

WHEREAS, SBBC issued a Request for Proposal, identified as RFP FY24-017 – Group Term Life and Accidental Death and Dismemberment (AD&D) Insurance for School Board Employees dated December 22, 2022 and amended by Addendum Number One dated, January 24, 2023 (hereinafter referred to as "RFP") which is incorporated by reference herein, for the purpose of receiving proposals for Group Term Life and Accidental Death and Dismemberment (AD&D) Insurance for School Board Employees; and

WHEREAS, Mutual of Omaha offered a proposal dated January 19, 2023 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to RFP; and

WHEREAS, the parties entered into an Agreement awarded under the RFP with a term beginning on August 8, 2023, and extending through December 31, 2026; and

WHEREAS, the Term of the Agreement may be extended for two (2) additional one-year periods and if needed, 180 days beyond the expiration date of the renewal period at the same rates/fees as the previous 12-month period; and

WHEREAS, Mutual of Omaha desires to continue to provide SBBC with Group Term Life and Accidental Death and Dismemberment (AD&D) Insurance for School Board Employees for an additional one (1) year term as permitted under in the RFP and Agreement and SBBC desires to receive same from Mutual of Omaha,

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

ARTICLE 1 - RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement Extended.** Unless terminated earlier pursuant to Section 3.05 of the Agreement, the term of the Agreement shall be extended for one (1) year commencing on January 1, 2027, and concluding on December 31, 2027.

2.02 **Premiums.** The premium rates for the period January 1, 2027, through December 31, 2027, shall be:

Core Plan – Life (All Classes): $0.148 cents per $1,000.00 of insured payroll
Core Plan – AD&D (All Classes): $0.015 cents per $1,000.00 of insured payroll

Enhanced Plan Options:
Option 1 – 1.25 times salary - $0.240 cents per $1,000.00 of insured payroll
Option 2 – 2.5 times salary - $0.275 cents per $1,000.00 of insured payroll
Option 3 – 3 times salary - $0.275 cents per $1,000.00 of insured payroll
Option 4 – 4 times salary - $0.275 cents per $1,000.00 of insured payroll
Option 5 – 5 times salary - $0.275 cents per $1,000.00 of insured payroll

Enhanced Plan Options – AD&D (All Options): $0.015 cents per $1,000.00 of insured payroll.

If SBBC exercises the second one-year renewal period permitted by the RFP and Agreement, the premium rates for the renewal period of January 1, 2028, through December 31, 2028, will be capped with a not-to-exceed rate cap of two percent (2%) on the Core Life Insurance Plan and zero percent (0%) increase on the Enhanced Plans and Accidental Death & Dismemberment (AD&D).

2.03 **HIPAA Compliance.** MUTUAL OF OMAHA acknowledges that the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") (HIPAA and HITECH Act are collectively referred to herein as "HIPAA") protect the privacy of protected health information ("PHI"). The parties agree to comply with the terms and conditions of SBBC's HIPAA Business Associate Agreement ("BAA") attached as Attachment A to the extent applicable.

2.04 **Affidavit Regarding the Use of Coercion for Labor and Services.** Pursuant to Section 787.06(14), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and SBBC, the nongovernmental entity must provide SBBC entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. The nongovernmental entity shall attach hereto as **Attachment B** an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury stating that the nongovernmental entity does not use coercion for labor or

services as defined in that statute. The submission of a false affidavit may subject the nongovernmental entity to civil penalties, attorney's fees, and/or costs. Any agreement with SBBC shall be terminated by SBBC without recourse if the nongovernmental entity is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with the nongovernmental entity's use of coercion for labor or services as defined by Section 787.06(2), Florida Statutes, is not a Force Majeure event under this Agreement.

2.05 **Foreign Country of Concern Attestation Form.** Nongovernmental entities receiving an award under this Agreement will receive access to personal identifying information for purposes of Sections 287.138 and 501.171, Florida Statutes. Rule 60A-1.020, Florida Administrative Code, adopted Form PUR 1355, "Foreign Country of Concern Attestation Form" (the "Form") to be completed by all the nongovernmental entities that would access personal identifying information. The Form is attached hereto as **Attachment C** and must be executed by the nongovernmental entity and be submitted with the nongovernmental entity's executed agreement or an amendment renewing or extending an agreement. A proposed agreement or amendment submitted by a nongovernmental entity without a fully executed "Foreign Country of Concern Attestation Form" will be rejected pursuant to Section 287.138(4), Florida Statutes, and will not be considered for award.

2.06 **Certification Regarding Scrutinized Activities.** Pursuant to Section 287.135, Florida Statutes, any contract with SBBC for goods or services of any amount entered into or renewed on or after:

(a). July 1, 2018, may be terminated at SBBC's option if the awardee is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(b). July 1, 2025, may be terminated at SBBC's option if the awardee is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel.

Section 287.135(2)(a), Florida Statutes, prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing an Agreement for $100,000 or more if, at the time of contracting or renewal, the company or other entity is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company or other entity is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, both created pursuant to Section 215.473, Florida Statutes, or the company or other entity is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Mutual of Omaha that it is not listed on any of the following: (a) the Scrutinized Companies or Other Entities that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Mutual of Omaha further certifies that it is not engaged in a boycott of Israel or engaged in

business operations in Cuba or Syria. Mutual of Omaha acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Mutual of Omaha further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if Mutual of Omaha (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies or Other Entities that Boycott Israel List, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if Mutual of Omaha is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria.

2.07 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement shall remain in full force and effect.

2.08 **Order of Precedence Among Documents.** In the event of a conflict between documents, the following priority of documents shall govern:

First:	This First Amendment to Agreement; then
Second:	The Agreement dated, August 8, 2023; then
Third:	Addendum Number One [dated January 24, 2023] to the RFP; then
Fourth:	RFP FY24-017 - Group Term Life and Accidental Death and Dismemberment (AD&D) Insurance for School Board Employees; then
Fifth:	The Proposal submitted in response to the RFP by Mutual of Omaha

In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both Parties.

2.09 **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement upon the date of the last signature below.

SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

_____
Howard Hepburn, Ed.D.
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR MUTUAL OF OMAHA

(Corporate Seal)

MUTUAL OF OMAHA INSURANCE COMPANY

ATTEST:

By: Daniel W. Rood

_____, Secretary

Print Name: Daniel Rood

-or-

Title: National Sales Director

Witness

Witness

Date: June 17, 2026

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this June 17, 2026 (*date*) by Daniel Rood (*name of officer or agent, title of officer or agent*) of Mutual of Omaha (*name of corporation acknowledging*), a Nebraska (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced _____ (*type of identification*) as identification and who ☐☐did/☐did not first take an oath this 17th day of June, 2026.

My Commission Expires:

TINA MICHELLE CORNELL
Notary Public - State of Florida
Commission # HH 614049
My Comm. Expires Nov 18, 2028
Bonded through National Notary Assn.

(SEAL)

Tina Michelle Cornell
Signature – Notary Public

Tina Michelle Cornell
Printed Name of Notary

HH 614049
Notary's Commission No.

ATTACHMENT A

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC" or "Covered Entity"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

MUTUAL OF OMAHA INSURANCE COMPANY
(hereinafter referred to as "Business Associate"),
a Nebraska corporation
Authorized to do business in Florida
whose principal place of business is
1800 Pembrook Drive
Orlando, FL 32810

Each a "party" and together, the "parties"

RECITALS

A. **WHEREAS,** by virtue of some of the services that Business Associate performs for SBBC, Business Associate may be a "business associate," as that term is defined in 45 CFR §160.103(3); and

B. **WHEREAS**, SBBC and Business Associate may share Protected Health Information ("PHI") (as defined below) in the course of their relationship; and

C. **WHEREAS**, SBBC and Business Associate understand that, with respect to coverages subject to regulation under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), they are subject to the requirements governing business associates, including but not limited to the Privacy Rule and the Security Rule (both defined below) of HIPAA, the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), the Omnibus Rule of 2013, and applicable Florida law, any of which may be amended from time to time or supplemented by new legislation or guidance (hereinafter collectively referred to as "Business Associate Requirements"); and

D. **WHEREAS**, SBBC and Business Associate intend to fully comply with current and future Business Associate requirements to the extent applicable and mutually desire to outline their individual

responsibilities, if any, with respect to Protected Health Information ("PHI") as mandated by the "Privacy Rule", the "Security Rule", and the HITECH Act; and

E. **WHEREAS,** SBBC and Business Associate understand and agree that the Business Associate requirements may require SBBC and Business Associate to enter into a Business Associate Agreement which shall govern the use and/or disclosure of PHI and the security of Electronic PHI ("ePHI").

NOW, THEREFORE, to the extent that HIPAA applies to the insurance policies issued by United of Omaha Life Insurance Company to SBBC, the parties hereto agree as follows:

ARTICLE 1 – RECITALS

1.1 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - DEFINITIONS

2.1 **Definitions**. When used in this Agreement and capitalized, the following terms have the following meanings:

2.1.1 **"Breach"** has the same meaning as that term is defined in §13400 of the HITECH Act and shall include the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information.

2.1.2 **"Business Associate"** shall mean Business Associate named in this Agreement and shall include all successors, assigns, affiliates, subsidiaries, and related companies.

2.1.3 **"Designated Record Set"** has the same meaning as the term "designated record set" in 45 CFR §164.501, which includes enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan, or other information used in whole or part by or for the Plan to make decisions about individuals.

2.1.4 **"EDI Rule"** shall mean the Standards for Electronic Transactions as set forth at 45 CFR Parts 160, Subpart A, and 162, Subpart A and I through R.

2.1.5 **"Electronic PHI"** or **"ePHI"** shall mean PHI that is transmitted by or maintained in electronic media.

2.1.6 **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996.

2.1.7 **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act of 2009.

2.1.8 **"Individual"** has the same meaning as the term "Individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

2.1.9 **"Minimum Necessary"** means the least amount of PHI needed to accomplish the intended purpose of the use or disclosure.

2.1.10 **"Omnibus Rule"** means the HIPAA Omnibus Rule of 2013.

2.1.11 **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information as set forth in 45 CFR Parts 160 and 164, subparts A and E.

2.1.12 **"Protected Health Information"** or **"PHI"** shall have the same meaning as the term "protected health information" in 45 CFR §160.103 (as amended by the HITECH Act) limited to the information created or received by Business Associate from or on behalf of SBBC.

2.1.13 **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR §164.103.

2.1.14 **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his or her designee.

2.1.15 **"Security Rule"** shall mean the Standards for Security of ePHI as set forth in 45 CFR Parts 160 and 164 Subpart C.

2.1.16 **"Substance Use Disorder (SUD)"** shall mean a cluster of cognitive, behavioral, and physiological symptoms indicating that the individual continues using the substance despite significant substance-related problems such as impaired control, social impairment, risky use, and pharmacological tolerance and withdrawal. For the purposes of 42 CFR Part 2, this definition does not include tobacco or caffeine use.

2.1.17 **"Unsecured PHI"** shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in §13402(h) of the HITECH Act.

2.2 Terms used but not defined in this Agreement shall have the same meaning as those terms in 45 CFR §§ 164.103 and 164.501 and the HITECH Act.

ARTICLE 3 – SPECIAL CONDITIONS

3.1 **Obligations and Activities of Business Associate Regarding PHI.**

3.1.1 Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.

3.1.2 Business Associate agrees to comply with the "Minimum Necessary" rule when using, disclosing, or requesting PHI, except when a specific exception applies under HIPAA or the HITECH Act.

3.1.3 Business Associate agrees to use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule to prevent use or disclosure of the PHI other than as provided for by this Agreement.

3.1.4 Business Associate agrees to report to SBBC, as soon as reasonably practicable, any impermissible use or disclosure of PHI it becomes aware of, and any use or disclosure of PHI not provided for by this Agreement. Any report of breach should be in substantially the same form as the "Notification to The School Board of Broward County, Florida, About a Breach of Unsecured Protected Health Information" attached hereto and incorporated into this Agreement by reference as **Attachment A.**

3.1.5 Business Associate shall promptly inform SBBC of a Breach of Unsecured PHI within the next business day of when Business Associate knows of such Breach.

3.1.6 For the Breach of Unsecured PHI in its possession:

3.1.6.1 Business Associate will perform a Risk Assessment to determine if there is a low probability that the PHI has been compromised. Business Associate will provide SBBC with documentation showing the results of the Risk Assessment. The Risk Assessment will consider at minimum the following factors:

3.1.6.1.1 The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

3.1.6.1.2 The unauthorized person who used the PHI or to whom the disclosure was made;

3.1.6.1.3 Whether the PHI was actually acquired or viewed; and

3.1.6.1.4 The extent to which the risk to the PHI has been mitigated.

3.1.7 Business Associate will prepare and distribute, at its own cost, any and all required notifications under Federal and Florida law, or reimburse SBBC any direct costs incurred by SBBC for doing so.

3.1.8 Business Associate shall be responsible for all fines or penalties incurred for failure to meet Breach notice requirements pursuant to Federal and/or Florida law.

3.1.9 Business Associate agrees to ensure that, and obtain assurance from, any and all agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI, to agree to the same restrictions and conditions that apply to Business Associate with respect to such information. All agents and subcontractors engaged by the Business Associate that create, maintain, receive or transmit PHI must comply with the HIPAA Rules, including the rules to extend the requirements to the agent's or subcontractor's subcontractors.

3.1.10 Business Associate agrees to provide SBBC access, at the request of SBBC, and in the time and manner designated by SBBC, to PHI in a Designated Record Set, in order for SBBC to meet the requirements under 45 CFR § 164.524.

3.1.11 Business Associate agrees to amend PHI in a Designated Record Set at SBBC's, or an Individual's, direction pursuant to 45 CFR § 164.526, in the time and manner designated by SBBC. Business Associate agrees to make internal practices, policies, books and records relating to the use and disclosure of PHI available to SBBC, or at the request of SBBC to the Secretary, in a time and manner as designated by SBBC or the Secretary, for purposes of the Secretary determining SBBC's compliance with the Privacy Rule. Business Associate shall immediately notify SBBC upon receipt or notice of any and all requests by the Secretary to conduct an investigation with respect to PHI received from SBBC.

3.1.12 Business Associate agrees to document any and all disclosures of PHI and information related to such disclosures that are not excepted under 45 CFR § 164.528(a)(1) as would be reasonably required for SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

3.1.13 Business Associate agrees to provide to SBBC or an Individual, in a time and manner designated by SBBC, information collected in accordance with paragraph (j) above, to permit SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

3.1.14 Business Associate agrees to use or disclose PHI pursuant to the request of SBBC; provided, however, that SBBC shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by SBBC.

3.1.15 Business Associate agrees to mitigate, to the extent practicable, any and all harmful effects that are known to Business Associate of a use or disclosure of PHI, or a Breach of Unsecured PHI, by Business Associate in violation of the requirements of this Agreement, the Privacy Rule, the Security Rule, the HITECH Act or HIPAA generally.

3.1.16 Business Associate shall provide SBBC with a copy of any notice of privacy practices it produces in accordance with 45 CFR § 164.520, as well as any and all changes to such notice.

3.1.17 Business Associate, if performing a function that applies to Covered Entity, agrees to comply with the requirements that apply to the Covered Entity.

3.1.18 Business Associate acknowledges and agrees that records subject to 42 C.F.R. Part 2, *Confidentiality of Substance Use Disorder Patient Records*, ("Part 2") may be used and disclosed only in compliance with Part 2, including limitations on disclosures for law enforcement purposes and requirements for any court-ordered disclosure. Business Associate shall use and disclose such records only as permitted by Part 2 and any applicable patient consent and shall include any required prohibition on redisclosure notice with permitted disclosures.

3.2 **Permitted Uses and Disclosures of PHI by Business Associate**.

3.2.1 Except as otherwise limited by this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, SBBC pursuant to any Agreements for services between the parties provided that such use or disclosure would not violate the Privacy Rule if done by SBBC.

3.2.2 Except as otherwise limited by this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

3.2.3 Except as otherwise limited by this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if: (i) such disclosure is Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any and all instances of which it is aware that the confidentiality of the information has been breached.

3.2.4 Except as otherwise limited by this Agreement, Business Associate may use PHI to provide Data Aggregation services to SBBC as permitted by 42 CFR § 164.504(e)(2)(i)(B).

3.3 **Obligations of SBBC Regarding PHI.**

3.3.1 SBBC shall provide Business Associate with the notice of privacy practices that SBBC produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

3.3.2 SBBC shall provide Business Associate with any and all changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

3.3.3 SBBC shall notify Business Associate of any and all restrictions to the use or disclosure of PHI that SBBC has agreed to in accordance with 45 CFR § 164.522.

3.3.4 SBBC and its representatives shall be entitled to audit Business Associate from time-to-time to verify Business Associate's compliance with the terms of this Agreement. SBBC shall provide Business Associate written notice at least ten (10) business days prior to the audit described in this paragraph. SBBC shall be entitled and enabled to inspect the records and other information relevant to Business Associate's compliance with the terms of this Agreement. SBBC shall conduct its review during the normal business hours of Business Associate, as the case may be, and to the extent feasible without unreasonably interfering with Business Associate's normal operations.

3.4 **Security of Electronic Protected Health Information.**

3.4.1 Business Associate has implemented policies and procedures to ensure that its receipt, maintenance, or transmission of "electronic protected health information" (as defined in 45 CFR §160.103) ("ePHI") on behalf of SBBC complies with the applicable administrative, physical, and technical safeguards required for protecting the confidentiality and integrity of ePHI in 45 CFR Part 160 and 164 Subpart C.

3.4.2 Business Associate agrees that it will ensure that its agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality and integrity of ePHI pursuant to 45 CFR Part 164.

3.4.3 Business Associate agrees to report to SBBC all Security Incidents (as defined by 45 CFR Part 164.304 and in accordance with applicable Florida law) of which it becomes aware. Business Associate agrees to report the Security Incident to SBBC as soon as reasonably practicable, but not later than 10 business days from the date the Business Associate becomes aware of the incident.

3.4.4 SBBC agrees and understands that SBBC is independently responsible for the security of ePHI in its possession or for ePHI that it receives from outside sources including Business Associate.

3.5 **Compliance with EDI Rule.** Business Associate agrees that it will comply with all applicable EDI standards. Business Associate further agrees that it will use its best efforts to comply with all applicable regulatory provisions in addition to the EDI Rule and the Privacy Rule that are promulgated pursuant to the Administrative Simplification Subtitle of HIPAA.

3.6 **Subsequent Legislative or Regulatory Changes**. Any and all amendments to the laws or regulations affecting the Privacy Rule, Security Rule, the HITECH Act, Omnibus Rule, or HIPAA shall be deemed to amend this Agreement and be incorporated without further action of the parties.

3.7 **Amendment**. The parties shall amend this Agreement, as is necessary, so that SBBC remains in compliance with any future changes to the Privacy Rule, the Security Rule, the HITECH Act and HIPAA. The parties may amend this Agreement for any other reasons as they deem appropriate. This Agreement shall not be amended except by written instrument executed by the parties.

3.8 **Term and Termination**.

3.8.1 Term. This Agreement shall be effective upon the execution of all parties and shall remain in effect until such time as SBBC exercises its rights of termination under section 9(b) or 9(c) and until the requirements of Section 9(d) below are satisfied. The rights and obligations of Business Associate under Section 9(d) shall survive termination of this Agreement.

3.8.2 Termination for Convenience. This Agreement may be terminated without cause and for convenience by SBBC during the term thereof upon thirty (30) calendar days' written notice to Business Associate.

3.8.3 Termination for Cause by SBBC. SBBC may terminate this Agreement without penalty or recourse to SBBC if SBBC determines that Business Associate has violated a material term of this Agreement. Upon SBBC's knowledge of a material breach by Business Associate, SBBC shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within thirty (30) calendar days from the date that SBBC provides notice, SBBC shall have the right to terminate this Agreement, the Service Agreement, or both, by providing thirty (30) calendar days' advance written notice of such termination to Business Associate.

3.8.4 Effect of Termination. Upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from SBBC, or created or received by Business Associate on behalf of SBBC. Business Associate shall not retain any copies of the PHI except to the extent that the destruction or return of the PHI is infeasible. Business Associate shall provide to SBBC written notification of the conditions that make return or destruction of the PHI infeasible. If it is determined by SBBC that the return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that SBBC explicitly authorizes in writing for so long as Business Associate maintains such PHI.

3.9 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.9.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

3.9.2 By Business Associate. Business Associate agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by Business Associate, its agents, servants, or employees; the equipment of Business Associate, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Business Associate or the negligence of Business Associate's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Business Associate, SBBC, or otherwise.

3.10 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:
Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copies to:
Olen B. Davis III, Chief Information Officer
The School Board of Broward County, Florida
7720 West Oakland Park Blvd
Sunrise, FL 33351

Privacy Officer
Risk Management Department
600 Southeast Third Avenue, 11th Floor
Fort Lauderdale, Florida 33301

To Business Associate: Daniel W. Rood, National Sales Director, Special Products
1800 Pembrook Drive
Orlando, FL 32810

3.11 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.12 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, Business Associate, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of Business Associate under penalty of perjury stating that Business Associate does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject Business Associate to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if Business Associate is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with Business Associate's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

ARTICLE 4 – GENERAL CONDITIONS

4.1 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

4.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

4.3 **Records**. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

4.4 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete

understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

4.5 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

4.6 **Compliance with Laws**. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

4.7 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4.8 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

4.9 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

4.10 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

4.11 **Severability**. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

4.12 **Captions**. The captions, section numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

4.13 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

4.14 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

4.15 **No Waiver of Rights, Powers, and Remedies**. The parties agree that each requirement, duty, right and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

4.16 **Regulatory References**. A reference in this Agreement to any part of the Privacy Rule, the Security Rule, the HITECH Act, or HIPAA shall refer to the most current form of legislation, and shall incorporate any future amendments.

4.17 **Governing Law**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

4.18 **Entire Agreement**. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

FOR BUSINESS ASSOCIATE:

(Corporate Seal)

MUTUAL OF OMAHA INSURANCE COMPANY

Signature: Daniel W. Rood

Print Name: Daniel W. Rood

Title: National Sales Director

Date: June 17, 2026

Corporate Secretary Signature

-OR-

Jayne Tamm
Witness Signature

Jayne Tamm
Print Name

-AND-

Cara Cieslak
Witness Signature

Cara Cieslak
Print Name

EXHIBIT A

NOTIFICATION TO THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, ABOUT A BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

This notification is made pursuant to Provision 3.1 of the Business Associate Agreement between The School Board of Broward County, Florida, ("SBBC") and Business Associate (Name):

Business Associate hereby notifies SBBC that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach:

Date or date range of the breach:

Date of the discovery of the breach:

Number of individuals affected by the breach:

The types of unsecured PHI that were involved in the breach (such as full name, Social Security Number, Date of Birth, Residential Address, Account Number(s), or Disability code):

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:

Recommended steps the individuals whose information was breached should take to protect themselves from potential harm resulting from the breach:

Contact information for any questions or to learn additional information:

Name:	
Title:	
Address:	
Email Address:	
Phone Number:	

ATTACHMENT B

Affidavit Attesting to Noncoercive Conduct for Labor or Services

As a nongovernmental entity executing, renewing, or extending a contract with The School Board of Broward County, Florida ("SBBC"), the nongovernmental entity ("Entity") is required to provide an affidavit under penalty of perjury attesting that Entity does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes. As defined in Section 787.06(2)(a), Florida Statutes, coercion means: 1. Using or threatening to use physical force against any person; 2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; 3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined; 4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; 5. Causing or threatening to cause financial harm to any person; 6. Enticing or luring any person by fraud or deceit; or 7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; that the facts stated in it are true; and that the Entity does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

Name of Entity: Mutual of Omaha

Entity's Address: 1800 Pembrook Dr Suite 260 Orlando FL 32810

Entity's Email Address: Dan.Rood@mutualofomaha.com

Entity's Phone Number: 407-420-6759 ext 1

Entity's FEIN: 47-0322111

Signature of Entity's Officer or Representative: Daniel W. Rood

Printed Name of Entity's Officer or Representative: Daniel W. Rood

Title of Entity's Officer or Representative: Nat. Sales Director

Date: 6/17/2026

ATTACHMENT C

FOREIGN COUNTRY OF CONCERN ATTESTATION
(REVISED FORM PUR 1355)

This form must be completed by an officer or representative of a nongovernmental entity ("Entity") submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a The School Board of Broward County, Florida ("SBBC") which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C. The Entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; and that the facts stated in it are true.

Name of Entity: Mutual of Omaha

Entity's Address: 1800 Pembrook Dr Suite 260 Orlando FL 32810

Entity's Email Address: Dan.Rood@MutualofOmaha.com

Entity's Phone Number: 407-420-6755 ext 1

Entity's FEIN: 47-0322111

Signature of Entity's Officer or Representative: Daniel W. Rood

Printed Name of Entity's Officer or Representative: Daniel W. Rood

Title of Entity's Officer or Representative: Nat. Sales Director

Date: 6/17/2026

SUPPLIER / PRODUCT EVALUATION FORM

The purpose of this evaluation form is to rate a supplier's performance. Completion of this form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier. Please return the completed evaluation form to:

Procurement & Warehousing Services Department
Technology and Support Services Center
7720 West Oakland Park Boulevard, Sunrise, Florida 33351
For assistance with this form, please contact (754) 321-0527 or
E-mail to: belinda.defoor@browardschools.com

SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: MUTUAL OF OMAHA
Supplier Contact: DAN ROOD, NATIONAL SALES DIRECTOR
Contact Telephone: 407-420-6755 ext 1.

Bid No.: FY24-017 **Purchase Order No.:** N/A

What was the product / service? GROUP TERM LIFE INSURANCE AND ACCIDENTAL AND DISMEMBERMENT

1. How do you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall Customer Service	☐	☐	☐	☐	X
Delivery as Scheduled or Promised	☐	☐	☐	☐	X

2. How satisfied are you with the supplier?

1	2	3	4
Not Satisfied ☐	Somewhat Satisfied ☐	Satisfied ☐	Very Satisfied ☒

3. Will you use them again? Yes ☒ No ☐

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with Specifications	☐	☐	☐	☐	X
Quality as Compared to Similar Products/Services	☐	☐	☐	☐	X
Price as Compared to Similar Products/Services	☐	☐	☐	☐	X

5. Would you purchase this product or use this vendor again?

1	2	3	4
Very Unlikely ☐	Unlikely ☐	Probably ☐	Definitely X

***If not, please explain why in comments.**

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

***Comments:** _____

Evaluation Form Completed By:

Name / Title: Dr. Dildra Martin-Ogburn, Director
School / Department: Benefits & Employment Services
Contact Telephone: (754) 321-3100
Participant's Signature: Dildra Martin-Ogburn, Ph.D. **Date:** 6/29/2026

Status: MEMO TO VOTE DOWN June 23, 2026

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-22.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

AGR25-112 – Center for the Collaborative Classroom Incorporated (SIPPS) (Postponed from June 23, 2026, SSBM)

REQUESTED ACTION:

Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Center for the Collaborative Classroom (SIPPS) with a term that commences on August 1, 2026, and concludes on July 31, 2027, with budget authority in the amount of $90,927.99. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The First Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Original Agreement
- First Amendment
- Principal Survey
- Postponed ARF
- Memo to Vote Down

FINANCIAL IMPACT:

$90,927.99. Funding comes from school general/grant budgets and is spent at the school's discretion.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 1: Early Literacy Proficiency **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jun 9, 2026

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

AGR25-112 – Center for the Collaborative Classroom Incorporated (SIPPS)

Board Meeting Date: June 23, 2026

Requested Action:
Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Center for the Collaborative Classroom (SIPPS) with a term that commences on August 1, 2026, and concludes on July 31, 2027, with budget authority in the amount of $90,927.99.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Supports 6A-6.053 District Comprehensive Evidence-Based Reading Plan, Evidence-Based Intensive Interventions
If the School Board votes "Yes"	• It will ensure that elementary schools have access to Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (SIPPS) as an evidence-based intervention aligned to Florida Rule 6A-6.053 and the District's Comprehensive Evidence-Based Reading Plan (CERP). SIPPS directly supports the delivery of evidence-based, intensive interventions for students with foundational reading deficiencies, enabling schools to meet state requirements for differentiated literacy instruction and accelerate student achievement in English Language Arts (ELA).
If the School Board votes "No"	• Non-approval will limit schools' ability to implement SIPPS as a targeted, evidence-based intervention, potentially impacting the District's capacity to fully align with Florida Rule 6A-6.053 and the Comprehensive Evidence-Based Reading Plan (CERP). This may reduce access to structured, systematic supports for students requiring intensive foundational reading interventions, thereby constraining schools' ability to effectively address reading deficiencies and meet state expectations for evidence-based literacy instruction.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 1: Early Literacy Proficiency

Measurable Outcome(s)/Return on Investment	• Students who attended schools that implemented the SIPPS program demonstrated growth across all grade levels from PM1 to PM3. • Kindergarten students showed the largest average increase, gaining 37.63 points. • Grade 1 students demonstrated an average gain of 32.45 points. • Grade 2 students increased by an average of 22.51 points, exceeding the district average growth of 21.87 points. • Grade 3 students demonstrated average gains of 19.05 exceeding district average growth of 18.14 points. • Grade 4 students demonstrated average gains of 18.03 points exceeding district average growth of 16.65 points. • Grade 5 students gained an average of 13.78 points, which is essentially equivalent to the district average of 13.80 points. • Overall, students participating in the SIPPS program demonstrated growth that was generally comparable to or greater than districtwide averages, with particularly strong performance observed in Grades 3 and 4. In addition, schools that used SIPPS as an intervention: • Decreased their Level 1 students from 24% in 2025 to 19% in 2026 on FAST ELA PM3. • Increased their Level 3 and above students from 53% in 2025 to 59% in 2026 on FAST ELA PM3.

Background/History :
The products included in the Agreement are on the District's state-approved Comprehensive Evidence-Based Reading Plan. Schools have the ability to purchase programs listed below to support different subgroups of students based on the identified needs of the students:

Systematic Instruction in Phonological awareness, Phonics, & Sight Words (SIPPS): Beginning	The program's systematic Scope and Sequence provides a structured-literacy approach to instruction through explicit routines focused on phonological awareness, spelling-sounds, and high-frequency words. Each level of SIPPS corresponds to a specific stage of reading development. The beginning kit is for students in K-3rd grade who are struggling with basic consonants, digraphs, and short vowels.
SIPPS: Extension	This is for students in 1st – 3rd grade who are ready for the more complex spelling pattern phase, with emphasis on segmenting and blending of multisyllabic words.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

SIPPS: Challenge	This is designed for students who are ready to decode and encode in the polysyllabic/morphology phase.
SIPPS: Plus	This is designed for teaching foundational skills for students in 4th-12th grade who are substantially below grade level, using age-appropriate materials.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	Original Agreement Term: July 22, 2025, through July 31, 2026; First Amendment: August 1, 2026, through July 31, 2027.
Multi-Year Agreement:	Yes, this is a one-year Agreement with two one-year extension periods.
Procurement Method:	**Piggyback Agreement (Yes/No):** No **Acquisition Method**: Pursuant to Purchasing Policy 3800, III (D), and Rule 6A-1.012(11)(b), Florida Administrative Code, competitive solicitations are not required for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency, or a recognized educational institution.

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:
1. Funding comes from school general/grant budgets and is spent at the school's discretion.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
8/1/2026 - 7/31/2027	12 months	$90,927.99

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY27	11 months	Various Schools and Department General or Grant Funds	$90,927.99

FY28	1 month	Various Schools and Department General or Grant Funds	$0

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Elementary schools and departments will have the opportunity to purchase SIPPS materials as a supplemental resource if there is funding in their budgets.
School Selection /Prioritization	School-based decision to purchase SIPPS materials.
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Principal Survey: • 74% of principals who responded to the survey rated SIPPS materials either very effective or somewhat effective towards improving student achievement at their schools.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Original Agreement
Exhibit C: First Amendment
Exhibit D: Principal Survey

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	May 28, 2026
Previous Bid # (Ex: 10-004R):	AGR25-112	**Buyer/PA:**	DAISY CHENTES-HERNANDEZ
New Bid Award Total:	$100,000	**Bid Title:**	Center of Collaborative Classroom
Previous Award Total:	$100,000		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	7/22/2025	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	7/31/2026	**# of Months Into Bid:**	10

SPEND REPORTING	
Purchase Order(s) Spend:	$9,072
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$9,072**
Average Monthly Expenditure:	$907
Unused Authorized Spending:	**$90,928**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
132856-CENTER FOR THE COLLABORATIVE CLASSR	N/A		$ 9,072
	PO VENDOR SPEND:		**$ 9,072**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 9,072**

NOTES (Type Below): Adequate funding is available to cover FY27 requirements.

Certification Types*
Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	Various School and Department Budgets	**Name** (First & Last)	Melissa Holtz
Fund		**Title**	Director
Functional Area		**Department/School Name**	Elementary Learning
Commitment Item		**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	Prepared on:	5/28/2026

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Established 1915
BROWARD
County Public Schools

Procurement & Logistic Operations
Jennifer Andreu, Executive Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0774
jennifer.andreu@browardschools.com

The School Board of Broward County, Florida

Debra Hixon, Chair
Sarah Leonardi, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Dr. Jeff Holness
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

August 4, 2025

Center for the Collaborative Classroom Inc.
1001 Marina Village Parkway, Suite 110
Alameda, California 94501

RE: AGR25-112 - Center for Collaborative Classroom

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and Center for Collaborative Classroom Incorporated. This is the result of the School Board's approval on July 22, 2025, for Item OO-17. Full details are outlined in the Agreement.

Sincerely,

Jennifer D. Andreu,
Executive Director Operations

JDA: bm
Attachment(s)

cc: Cynthia Gomez, Purchasing Agent III
Melissa Holtz, Director, Elementary Learning
Annmarie Richards, Advocacy & Compliance Coordinator, Economic Development & Diversity Compliance

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2025-07-22	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-17.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:
AGR25-112 - Center for Collaborative Classroom Incorporated (SIPPS) ADDED

REQUESTED ACTION:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Center for Collaborative Classroom Incorporated, and the spending authority of $100,000. District-wide.

RATIONALE:
For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

Executive Summary
Financial Analysis Worksheet
Agreement

FINANCIAL IMPACT:
$100,000 funded through participating school budgets.

STRATEGIC PLAN ALIGNMENT:
Student Focus Outcomes
Early Literacy Proficiency **OR** **Business Operations**

BOARD ACTION:
(For Official School Board Records Only)
APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name: Wanda F. Paul	Phone: 754-321-2659
Name: Dr. Angela R. Fulton	Phone: 754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title
Wanda F. Paul, Chief Operations Officer

Signature
Wanda F. Paul, Chief Operations Officer Jul 8, 2025
Electronic Signature

Approved in Open Board Meeting On: July 22, 2025

By: Debra Hixon
School Board Chair

Form $4189 Revised 7/24
HH/JJS

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CENTER FOR COLLABORATIVE CLASSROOM INCORPORATED
(hereinafter referred to as "VENDOR")
having its principal place of business at
1001 Marina Village Parkway, Suite 110, Alameda, California 94501

WHEREAS, VENDOR is a nonprofit organization who developed, owns, and offers to educational institutions, its proprietary program, Systematic Instruction in Phonemic Awareness, Phonics, and Sight Words ("SIPPS"), and related professional learning services; and

WIIEREAS, the VENDOR proprietary SIPPS packages provide standards-aligned, systematic foundational skills instruction for students with significant, demonstrated literacy gaps and includes print-based curriculum and professional learning training and support; and

WHEREAS, SBBC desires to engage VENDOR to provide intensive, explicit intervention via SIPPS program materials and professional learning services; and

WHEREAS, pursuant to SBBC Policy 3800 III(E), Rule 6A-1.012 (11)(b) and 14, Florida Administrative Code the requirement of requesting competitive solicitations from three or more sources is hereby waived for the purchase of educational services and any type of copyrighted materials including, without limitation, textbooks, printed instructional materials, and computer software; additionally, when acquiring information technology, SBBC may make such acquisition by direct negotiation and contract with the VENDOR as best fits its needs.

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

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on July 31, 2026, unless terminated earlier pursuant to section 3.05 of this Agreement; and upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, may be extended for two (2) additional one (1) year periods.

2.02 **Scope of Work**.

(a) VENDOR acknowledges that this Agreement does not award or guarantee it to receive any amount of work, any specified volume of product requisitions, or amounts of revenue. Rather, this Agreement is intended to establish the terms and conditions that will govern any purchases of any and all products and services specifically stated within this Agreement and within any subsequent written valid requisitions from SBBC district department (s) or its district school(s) throughout the term of this Agreement and throughout the term of any subsequent renewals of this Agreement.

(b) Online Software Portal. VENDOR shall provide SBBC with unlimited access to supplemental online software for teachers to support students who are receiving reading interventions. The online software portal includes:

1) Access to digital materials and implementation resources
2) Ability to print student consumables
3) Ability to view assessment reports
4) Access to just-in-time professional learning resources
5) Access to program-specific teacher applications

(c) Training for use of Online Software Portal. VENDOR shall provide training to SBBC staff and school administrators and instructional personnel on how to properly access the online software portal.

(d) Copyrighted Materials. VENDOR shall make the following K-5 teacher materials available.

1) SIPPS Beginning Classroom Package.
   i. Teacher's Manual
   ii. Handheld Spelling-Sound cards (2 sets)
   iii. Handheld Sight Word Cards (2 sets)
   iv. Sight Word Wall Cards
   v. Spelling-Sound Wall Cards
   vi. Reproducible Practice Reading Stories
   vii. Story Posters

viii. Little Books decodable readers (6 sets)
ix. Teacher's Portfolio for instructional materials
x. Access to:
xi. Learning Portal
xii. Digital versions of the controlled-vocabulary texts
xiii. ClassView Pro assessment app
xiv. Card Deck App
xv. Intensive Multisensory Instruction for SIPPS Handbook
xvi. Trace and Write student books (set of 12)
xvii. Learning Letter Names program:
xviii. Teacher's Manual
xix. 2 read-aloud books
xx. Letter Cards (2 sets)
xxi. Capital and Lowercase Letter Cards (2 sets)
xxii. Capital and lowercase foam letters (2 sets)

2) SIPPS Extension Classroom Package.
   i. Teacher's Manual
   ii. Handheld Sight Syllable Cards
   iii. Handheld Spelling-Sound Cards
   iv. Irregular Sight Syllables Wall Chart
   v. Spelling-Sound Wall Chart
   vi. Teacher's Portfolio for instructional materials
   vii. Intensive Multisensory Instruction for SIPPS Handbook and Reproducibles

3) SIPPS Plus Classroom Package.
   i. Teacher's Manual
   ii. Handheld Spelling-Sound cards (2 sets)
   iii. Handheld Sight Word Cards (2 sets)
   iv. Spelling-Sound Wall Cards
   v. Dreams on Wheels decodable readers (set of 12)
   vi. Teacher's Portfolio for instructional materials
   vii. Intensive Multisensory Instruction for SIPPS Handbook
   viii. Trace and Write student books (set of 12)

4) SIPPS Challenge Classroom Package.
   i. Teacher's Manual
   ii. Handheld Spelling-Sound Cards (2 sets)
   iii. Handheld Sight Word Cards (2 sets)
   iv. Spelling-Sound Wall Cards
   v. Story Book decodable readers (set of 12)
   vi. Teacher's Portfolio for instructional materials
   vii. Intensive Multisensory Instruction for SIPPS Handbook

viii. Trace and Write student books (set of 12)

5) Fluency Library. Thirty (30) decodable trade books

6) Replacement Workbooks. Replacement Trace and Write workbooks

7) In person product training for all Packages. VENDOR shall supply one (1) trainer for six (6) hours of product training at an SBBC site to be determined by SBBC.

8) Virtual product training for all Packages. VENDOR shall supply one (1) trainer for six (6) hours of product training via a virtual platform to be determined, that is compatible with SBBC's technology systems.

2.03 **Costs**.

(a) The cost to SBBC for the Products and Ancillary services under this Agreement is as follows:

	Product and Ancillary Services:	Cost:
1)	Online software portal	$0.00
2)	SIPPS Beginning Classroom Package	$1,175.00
3)	SIPPS Extension Classroom Package	$900.00
4)	SIPPS Plus Classroom Package	$900.00
5)	SIPPS Challenge Classroom Package	$900.00
6)	Fluency Library	$200.00
7)	Replacement Trace and Write Books	$35.00
8)	In person product training	$4,000.00 per 6.0 hour session
9)	Virtual product training	$400.00 per hour

(b) Notwithstanding any provision of this Agreement, the cost of the Products and Ancillary Services provided by VENDOR to SBBC is for the duration of the term of this Agreement including and extensions of the term of this Agreement.

2.04 **Payment**.

(a) Any district department or district school may elect to purchase software products and/or services listed in section 2.02 by contacting VENDOR. The requesting district department or district school shall request a quote from VENDOR (with the same quote utilizing the costs listed in section 2.03 of this Agreement), shall be used to create a valid requisition. The district department or district school creating the valid requisition for selected software products shall be responsible for all costs related to said requisition.

(b) SBBC shall provide VENDOR with a valid purchase order via United States first class mail or commercial overnight document delivery service, and/or by electronic means, using

VENDOR's contact information designated in section 2.11 (if delivery via email is preferred by VENDOR, and would result in faster response and processing, VENDOR shall specify the appropriate email address for submission of the purchase order in its quote).

(c) VENDOR shall seek all payment from the respective district department or district school that created the valid requisition.

(d) The respective district departments or district schools shall pay all proper and appropriate VENDOR invoices within thirty (30) calendar days after receipt of the same invoice.

(e) VENDOR shall submit all invoices to the following address:

The School Board of Broward County, Florida
Accounting and Financial Reporting Department
Attn: Accounts Payable
600 S.E. 3rd Avenue, 7th Floor
Fort Lauderdale, Florida 33301

2.05 **No Disclosure of SBBC Education Records.** SBBC shall not disclose any education records to VENDOR pursuant to this Agreement. However, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. VENDOR's use or re-disclosure may violate applicable federal and state laws

2.06 **VENDOR Safeguarding the Confidentiality of Education Records.**

Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

(a) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

(b) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides prior written consent for their release;

(c) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the

information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

(d) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

(e) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

(f) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

(g) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law.

2.07 **SBBC Disclosure of Employee Records.**

(a) SBBC staff will provide VENDOR with the employee records in this section for the following purposes:

1) Access to SIPPS program curriculum that provides systematic decoding that helps striving readers quickly develop the accuracy and automaticity needed for fluent, independent reading. In addition to the print-based curriculum materials, employees can access digital resources via VENDOR's Learning Portal.
2) Provide employee digital access to curriculum-specific resources and tools.
3) Provide employee access to the curriculum-based asynchronous professional learning resources.
4) Provide employee access to curriculum-based assessments (optional).

(b) SBBC will provide VENDOR with the following employee records, via the District's Integration system:

1) Employee's first and last name
2) Employee's email address
3) Employee's Identification Number
4) Employee's location of work

(c) The requirements of this section shall supersede any uses and disclosures of employee records or the like as listed in VENDOR privacy policies, if any.

2.08 **VENDOR Safeguarding the Confidentiality of Employee Records.** Notwithstanding any provision to the contrary within this Agreement. VENDOR shall:

(a) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

(b) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;

(c) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement;

(d) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

(e) notify SBBC immediately upon discovery of a breach of confidentiality of employee records by telephone at 754-321-0300 (Manager, Infom1ation Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

(f) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

(g) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law. This section shall survive the elimination of all performance or obligations under this Agreement.

2.09 **Auditing of Data Protection Controls**.

(a) VENDOR or any of VENDOR's subcontractors with access to SBBC data shall provide an attestation stating the VENDOR and/or VENDOR's subcontractors with access to SBBC data have undergone a third-party audit and the security controls being used are in compliance with acceptable security standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by VENDOR or by any of VENDOR's subcontractors with access to SBBC data under this Agreement.

(b) At a minimum, the audit shall show what controls are used to:

1) protect SBBC against unauthorized access, unauthorized disclosure, and damage;

2) reduce the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data;

3) ensure SBBC student and/or staff personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR'S objectives while also ensuring the data is protected from unauthorized use or disclosure; and

4) monitor compliance with established security controls.

(c) Additionally, the VENDOR and/or the VENDOR's subcontractors with access to SBBC data shall, at minimum, annually complete a third-party assessment of their security controls showing compliance with acceptable security standards and maintain compliance during the term of this Agreement. The VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.10 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR'S applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice not to exceed two (2) weeks of any intended audit, inspection, examination, evaluation, and reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitutes grounds for

termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which Insert Name is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.11 **Notice**. When any of the parties' desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief Academic Officer The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To VENDOR:	Center for the Collaborative Classroom Incorporated 1001 Marina Village Parkway Suite 110 Alameda, California 94501

2.12 **E-Verify.** Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.13 **Background Screening**. VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of Insert Name's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.14 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall 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 the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.15 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.16 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits of not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. VENDOR shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000 per occurrence covering any services provided under this Agreement.

(c) Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance, and Employer's Liability limits of not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "Center for the Collaborative Classroom Incorporated does not own any vehicles. If Center for the Collaborative Classroom Incorporated acquires any vehicles during the term of the Agreement, Center for the Collaborative Classroom Incorporated agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit VENDOR sufficient time to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.17 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.18 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the

Agreement is One Million Dollars and 00/100 Cents ($1,000,000) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.19 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.20 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.21 **Proprietary Information**.

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver

of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.22 **Forced Labor.**

(a) Excluded Vendors - the Forced Labor Vendor List. Section 287.1346, Florida Statutes, prohibits SBBC from awarding a contract or purchase order to, or transacting business pertaining to the provision of commodities with a vendor on the Forced Labor Vendor List created and maintained by the Florida Department of Management Services, or an entity under the control of such vendor, for a period of three hundred and sixty-five (365) calendar days after the date the vendor was placed on the list (the "Disqualification Period") unless the vendor is removed from the list pursuant to Section 287.1346(5)(d), Florida Statutes. VENDOR understands that any contract or purchase order with SBBC for the provision of commodities of any amount may be terminated during the Agreement Term at SBBC's sole option pursuant to Section 287.1346(4)(a)2.b, Florida Statutes, if VENDOR or an entity under VENDOR's control is placed on the Forced Labor Vendor List created and maintained by the Florida Department of Management Services.

(b) Forced Labor Certification Form. Before entering into a contract or purchase order with SBBC for the provision of commodities, a member of VENDOR's senior management is required by Section 287.1346(4)(b), Florida Statutes, to certify, in writing, that to the best of his or her knowledge the commodities such vendor is offering to the SBBC have not been produced, in whole or in part, by forced labor. "Forced labor" means work or service exacted from any person, including a minor, under the menace of a penalty for nonperformance and for which the worker does not offer himself or herself voluntarily or an activity that violates Section 787.06, Florida Statutes. "Senior management" includes chief executive officers; assistant chief executive officers, including, but not limited to, assistant presidents, vice presidents, or assistant treasurers; chief financial officers; chief personnel officers; or any employee of an entity performing similar functions. The VENDOR acknowledges that pursuant to Section 287.1346(4)(f), Florida Statutes, the submission of a false certification may subject it to civil fines and penalties. VENDOR must provide SBBC with an updated and current Forced Labor Certification Form prior to any renewal or extension of this contract or purchase order. The original copy of VENDOR's executed Forced Labor Certification Form will be kept in SBBC's contract file.

2.23 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, VENDOR, when executing, renewing, or extending an agreement with The School Board of Broward County, Florida must provide an affidavit signed by an officer or representative of VENDOR under penalty of perjury stating that VENDOR does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject VENDOR to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if VENDOR is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or

in connection with VENDOR's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement, and SBBC may terminate. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There

shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

ATTEST:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Debra Hixon
Debra Hixon, Chair

Date: 7-22-25

Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams
Digitally signed by Kathelyn Jacques-Adams
Date: 2025.07.02 08:05:21 -04'00'

Note: Center for Collaborative Classroom Incorporated

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

CENTER FOR COLLABORATIVE CLASSROOM INCORPORATED

ATTEST:

By: Brent Welling
Signature

Corporate Secretary Signature
Print Name: _____

Print Name: Brent Welling

-or-

Witness Signature
Print Name: Helena Smith

Title: CFO

Date: 06/25/2025

Jerry L. Withers
Witness
Print Name: Jerry L. Withers

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Texas
COUNTY OF Tarrant — Electronically signed and notarized online using the Proof platform.

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 06/25/2025 (*date*) by Brent Welling (*name of officer or agent, title of officer or agent*) of Center for the Collaborative Classroom (*name of corporation acknowledging*), a California (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced DRIVER LICENSE (*type of identification*) as identification and who did first take an oath this 25th day of June, 2025.

My Commission Expires: 10/31/2028

Notary Public Signature

(SEAL)

James E Purl
ID NUMBER
135153474
COMMISSION EXPIRES
October 31, 2028

James E Purl
Printed Name of Notary

135153474
Notary's Commission No.

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CENTER FOR COLLABORATIVE CLASSROOM INCORPORATED
(hereinafter referred to as "VENDOR")
having its principal place of business at
1001 Marina Village Parkway, 110, Alameda, California 94501

A. **WHEREAS**, SBBC and VENDOR entered into a Vendor Agreement that commenced on July 22, 2025, and expires on July 31, 2026 (hereafter "Agreement").

B. **WHEREAS**, the Agreement permits two (2) additional one (1) year extension periods; and

C. **WHEREAS**, SBBC and VENDOR wish to exercise the first of the two (2) options to extend the Agreement term for a period of one (1) year from August 1, 2026, through July 31, 2027, and amend certain provisions of the Agreement through this First Amendment to Agreement; and

D. **WHEREAS**, pursuant to SBBC Policy 3800, III (D) and (E), as authorized by Florida Administrative Code Rule 6A-1.012 11(b) and 14, the requirement of requesting competitive solicitations from three or more sources is waived for the purchase of educational services and any type of copyrighted materials including, without limitation, computer software, and for information technology.

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

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement**. Pursuant to Section 2.01 of the Agreement, the term of the Agreement is hereby extended from August 1, 2026 ("Effective Date"), through July 31, 2027, unless terminated earlier pursuant to Section 3.05 of the Agreement.

3. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

(a) The following provisions - sections 2.03(a), 2.06, 2.08, and 2.09 – **replace** the respective provisions in the Agreement, by interlineation, as follows:

2.03 **Costs.**

(a) The cost to SBBC for the commodities and/or services under this First Amendment to Agreement is as follows:

	Product and Ancillary Services:	Cost:
1)	Online software portal	$0.00
2)	SIPPS Beginning Classroom Package 4th edition	$1,325.00
3)	SIPPS Beginning Classroom Package 5th edition	$1450.00
4)	SIPPS Extension Classroom Package 4th edition	$875.00
5)	SIPPS Extension Classroom Package 5th edition	$1050.00
6)	SIPPS Plus Classroom Package 4th edition	$975.00
7)	SIPPS Plus Classroom Package 5th edition	$1050.00
8)	SIPPS Challenge Classroom Package 4th edition	$775.00
9)	SIPPS Challenge Classroom Package 5th edition	$1050.00
10)	Fluency Library grades 4-6 4th edition	$198.00
11)	Fluency Library grades 4-6 4th edition	$195.00
12)	In person product training	$4,000.00 per 6.0 hour session
13)	Virtual product training	$400.00 per hour

2.06 **VENDOR Safeguarding the Confidentiality of Education Records.**

2.06.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.06.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.06.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.06.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.06.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.06.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.06.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2.06.2.2 Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

2.06.2.3 Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.06.2.4 Fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner; and

2.06.2.5 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.06.2.6 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

2.06.2.7 Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

2.06.2.8 Purge education records from any media once the media is no longer in use or is to be disposed; and

2.06.2.9 Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.06.3 Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

2.06.4 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.08 **VENDOR Safeguarding the Confidentiality of Employee Records**

2.08.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.08.1.1 Fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records; and

2.08.1.2 Hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law; and

2.08.1.3 Only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

2.08.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.08.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.08.2.1 Protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information; and

2.08.2.2 Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.08.2.3 Fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

2.08.2.4 Prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

2.08.2.5 Be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

2.08.2.6 Purge employee records from any media once the media is no longer in use or is to be disposed; and

2.08.2.7 Return, at SBBC's request, all employee records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the employee records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All employee records remain the property of SBBC and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.08.3 Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of

any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

2.08.4 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.09 **Assessment of Data Protection Controls.**

2.09.1 VENDOR or any of VENDOR's subcontractors with access to SBBC data shall provide an attestation stating VENDOR and/or VENDOR's subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by VENDOR or any of VENDOR's subcontractors with access to SBBC data under this Agreement.

2.09.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.09.2.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage; and

2.09.2.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data; and

2.09.2.3 Ensure SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR's objectives while also ensuring the data is protected from unauthorized use or disclosure; and

2.09.2.4 Monitor compliance with established security controls.

2.09.3 VENDOR and/or VENDOR's subcontractors with access to SBBC data under this agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

(b) The following provisions – sections 2.24 and 2.25 – **are added** to the Agreement, by interlineation, as follows:

2.24 **VENDOR Re-Disclosure of SBBC Employee Records**. VENDOR will re-disclose the employee records listed in this Agreement to Amazon Web Services for the purpose of cloud hosting and infrastructure services.

2.25 **Third-Party Safeguarding the Confidentiality of Employee Records**. For any and all employee records that VENDOR rediscloses to any and all entities with which it contracts or utilizes ("third-parties") pursuant to the terms of this Agreement, VENDOR shall ensure that those third-parties comply with the terms of this Agreement, including but not limited to the safeguarding requirements of this Agreement. VENDOR shall take any and all responsibility for the negligent acts or omissions of any and all third-parties that it utilizes to comply with the terms of this Agreement.

5. **Payment**.

(a) Payment. Shall follow the same process as described in section 2.04(a) – (e) of the Agreement.

6. **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

a) the First Amendment to Agreement; then
b) the Agreement.

7. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

8. **Authority**. Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement on the date of last signature below.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Sarah Leonardi, Chair

ATTEST:

Date _____

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

Nicole Vele GrayRobinson, P.A. as Cadre Counsel for
Office of the General Counsel

FOR VENDOR:

(Corporate Seal)

CENTER FOR COLABORATIVE CLASSROOM INCORPORATED.

ATTEST:

By Brent Crawford Welling
Signature

Corporate Secretary Signature
Print Name: _____

Printed Name: Brent Welling

Title: CFO

-or-

Cameron J McClendon
Witness Signature
Print Name: Cameron J McClendon

Winstead Barnes Jr.
Witness
Print Name: Winstead Barnes Jr.

STATE OF Nevada

COUNTY OF Clark

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 05/11/2026 (*date*) by Anthony Gabriel Ordonez (*name of officer or agent, title of officer or agent*) of Center for the Collaborative Classroom (*name of corporation acknowledging*), a California (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or has produced Driver Lic (*type of identification*) as identification and who did/did not first take an oath this 11 day of May, 2026.

My Commission Expires: 03/03/2030

Anthony Gabriel Ordonez
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 22-6236-01
Expires March 3, 2030

Notary Public Signature

Anthony Gabriel Ordonez
Printed Name of Notary

22-6236-01
Notary's Commission No.

Notarized remotely using audio-video communication technology via Proof.

Responses Overview

Active

Responses	Average Time	Duration
69	06:35	84 Days

1. School

69
Responses

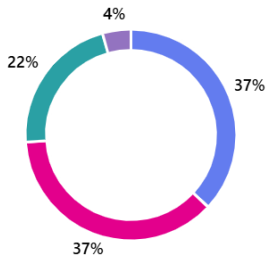
Latest Responses
"Pembroke Lakes"
"Plantation Park Elementary"
"Winston Park Elementary"
...

50 respondents (72%) answered Elementary for this question.

Miramar Elementary
Norcrest Elementary
Morrow Elementary
McNab Elementary
Atlantic Elementary
Tamarac Elementary
Elementary
Elementary School
Meadowbrook Elementary
Oriole Elementary
Plantation Elementary
Watkins Elementary
Sandpiper Elementary
Waters Elementary
Heights Elementary
Tradewinds Elementary
Pinewood Elementary
Cypress Elementary
Driftwood Elementary

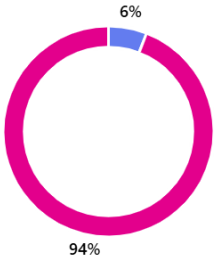
2. If you used SIPPS materials this year, how effective did you find them for increasing student achievement? If you did not use SIPPS, please leave the question blank.

Very effective	17
Somewhat effective	17
Neither effective nor ineffective	10
Somewhat ineffective	2
Very ineffective	0



3. Do you plan on purchasing SIPPS materials for the 26-27 school year?

Yes	4
No	64

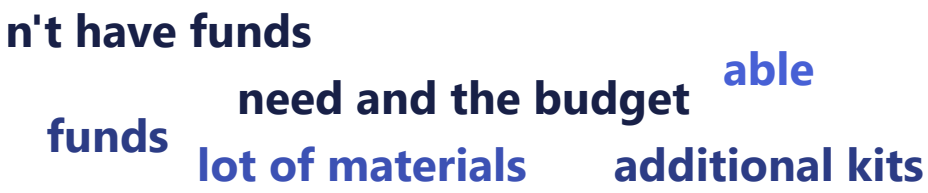


4. If you answered yes to question 4, approximately how much money do you plan on spending on these materials?

19
Responses

Latest Responses
...

1 respondents (5%) answered need and the budget for this question.



Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-06-23	Special School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	42.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

AGR25-112 – Center for the Collaborative Classroom Incorporated (SIPPS) ADDED

REQUESTED ACTION:

Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Center for the Collaborative Classroom (SIPPS) with a term that commences on August 1, 2026, and concludes on July 31, 2027, with budget authority in the amount of $90,927.99. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The First Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

Executive Summary
Financial Analysis Worksheet
Original Agreement
First Amendment
Principal Survey

FINANCIAL IMPACT:

$90,927.99. Funding comes from school general/grant budgets and is spent at the school's discretion.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 1: Early Literacy Proficiency **OR** **Business Operations**

BOARD ACTION:

POSTPONED
to July 28, 2026,
REGULAR SCHOOL BOARD MEETING

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jun 9, 2026

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: June 23, 2026

By: _____
School Board Chair

Established 1915
BROWARD
County Public Schools

OFFICE OF THE SUPERINTENDENT
DR. HOWARD HEPBURN
SUPERINTENDENT OF SCHOOLS

PHONE: 754-321-2600 **FAX:** 754-321-2701 **EMAIL:** superintendent@browardschools.com

DATE: July 14, 2026

TO: School Board Members

FROM: Dr. Fabian Cone RGB Designee
Chief Academic Officer

Dr. Angela R. Fulton ARF
Deputy Superintendent

VIA: Dr. Howard Hepburn HH
Superintendent of Schools

SUBJECT: **REQUEST TO VOTE DOWN ITEM OO-22, AGR25-112 - CENTER FOR THE COLLABORATIVE CLASSROOM INCORPORATED (SIPPS), FROM THE JULY 28, 2026, REGULAR SCHOOL BOARD MEETING**

This memorandum is provided to you concerning the postponed agenda item OO-22 and the new item OO-23.

The agenda item OO-23 provides redrafted revisions of item OO-22 for the School Board's approval, as staff was instructed by the School Board to correct the budget impact of the items.

It is recommended that the School Board vote down the postponed agenda item OO-22 and approve agenda item OO-23 to reflect this change.

Signature: Angela R. Fulton
Angela R. Fulton (Jul 14, 2026 18:17:02 EDT)
Email: afulton@browardschools.com

Signature: Howard Hepburn
Howard Hepburn (Jul 15, 2026 07:24:29 EDT)
Email: howard.hepburn@browardschools.com

HH/FC:bm
cc: Senior Leadership Team

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-23.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

AGR25-112 – Center for the Collaborative Classroom Incorporated (SIPPS)

REQUESTED ACTION:

Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Center for the Collaborative Classroom (SIPPS) with a term that commences on August 1, 2026, and concludes on July 31, 2027, with budget authority of $90,927.99. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The First Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Original Agreement
- First Amendment
- Teacher Survey
- Principal Survey
- Academic Software List

FINANCIAL IMPACT:

Additional budget authority is not being encumbered for this Agreement. Schools and departments can purchase these materials only if they have allocated funds to do so.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 1: Early Literacy Proficiency

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jul 14, 2026

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

AGR25-112 – Center for the Collaborative Classroom Incorporated (SIPPS)

Board Meeting Date: July 28, 2026

Requested Action:
Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Center for the Collaborative Classroom (SIPPS) with a term that commences on August 1, 2026, and concludes on July 31, 2027, with no increase in budget authority.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Supports 6A-6.053 District Comprehensive Evidence-Based Reading Plan, Evidence-Based Intensive Interventions
If the School Board votes "Yes"	• It will ensure that elementary schools have access to Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (SIPPS) as an evidence-based intervention aligned to Florida Rule 6A-6.053 and the District's Comprehensive Evidence-Based Reading Plan (CERP). SIPPS directly supports the delivery of evidence-based, intensive interventions for students with foundational reading deficiencies, enabling schools to meet state requirements for differentiated literacy instruction and accelerate student achievement in English Language Arts (ELA).
If the School Board votes "No"	• Non-approval will limit schools' ability to implement SIPPS as a targeted, evidence-based intervention, potentially impacting the District's capacity to fully align with Florida Rule 6A-6.053 and the Comprehensive Evidence-Based Reading Plan (CERP). This may reduce access to structured, systematic supports for students requiring intensive foundational reading interventions, thereby constraining schools' ability to effectively address reading deficiencies and meet state expectations for evidence-based literacy instruction.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 1: Early Literacy Proficiency
Measurable Outcome(s)/Return on Investment	• Students who attended schools that implemented the SIPPS program demonstrated growth across all grade levels from PM1 to PM3. Kindergarten students showed the largest

	average increase, gaining 37.63 points, closely aligning with the district average growth of 38.34 points. Grade 1 students demonstrated an average gain of 32.45 points, slightly below the district average of 32.80 points. Grade 2 students increased by an average of 22.51 points, exceeding the district average growth of 21.87 points. In Grades 3 and 4, students demonstrated average gains of 19.05 and 18.03 points, respectively, both exceeding district averages of 18.14 and 16.65 points. Grade 5 students gained an average of 13.78 points, which was essentially equivalent to the district average of 13.80 points. Overall, students participating in the SIPPS program demonstrated growth that was generally comparable to or greater than districtwide averages, with particularly strong performance observed in Grades 3 and 4.

Background/History :
The products included in the Agreement are on the District's state-approved Comprehensive Evidence-Based Reading Plan. Schools have the ability to purchase programs listed below to support different subgroups of students based on the identified needs of the students:

Systematic Instruction in Phonological awareness, Phonics, & Sight Words (SIPPS): Beginning	The program's systematic Scope and Sequence provides a structured-literacy approach to instruction through explicit routines focused on phonological awareness, spelling-sounds, and high-frequency words. Each level of SIPPS corresponds to a specific stage of reading development. The beginning kit is for students in K-3rd grade who are struggling with basic consonants, digraphs, and short vowels.
SIPPS: Extension	This is for students in 1st – 3rd grade who are ready for the more complex spelling pattern phase, with emphasis on segmenting and blending of multisyllabic words.
SIPPS: Challenge	This is designed for students who are ready to decode and encode in the polysyllabic/morphology phase.
SIPPS: Plus	This is designed for teaching foundational skills for students in 4th-12th grade who are substantially below grade level, using age-appropriate materials.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	Original Agreement Term: July 22, 2025, through July 31, 2026; First Amendment: August 1, 2026, through July 31, 2027.
Multi-Year Agreement:	Yes, this is a one-year Agreement with two one-year extension periods.

Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Pursuant to Purchasing Policy 3800, III (D), and Rule 6A-1.012(11)(b), Florida Administrative Code, competitive solicitations are not required for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency, or a recognized educational institution.

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. This Agreement provides the necessary procurement mechanism for schools to purchase these optional materials if they have the available budget,
2. The Original Agreement was approved with a $100,000 budget authority, of which $90,928 remains, which represents the maximum allowable expenditure under this Agreement from either school or District budgets.
3. Additional budget authority is not being encumbered for this Agreement. Schools and departments can purchase these materials only if they have allocated funds to do so.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
8/1/2026 - 7/31/2027	12 months	$90,928

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
FY27	11 months	Various Schools and Department General or Grant Funds	$90,928	Y

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY28	1 month	Various Schools and Department General or Grant Funds	$0

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Elementary schools and departments will have the opportunity to purchase SIPPS materials as a supplemental resource if there is funding in their budgets.
School Selection /Prioritization	School-based decision to purchase SIPPS materials.
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Principal Survey: • 69 principals responded to the survey. • 59 out of the 69 stated that they used SIPPS materials in the 25-26 school year. • 36 out of the 59 that used SIPPS in the 25-26 school year rated it very effective or somewhat effective towards improving student achievement. • 4 out of 69 principals stated that they were planning on purchasing SIPPS materials for the 26-27 school year. Teacher Survey: • 25 out of 25 teachers who responded to the survey rated SIPPS materials either very effective or somewhat effective towards improving student achievement. • 23 out of 25 teachers who responded to the survey would like to continue using SIPPS in the 26-27 school year.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Original Agreement
Exhibit C: First Amendment
Exhibit D: Teacher Survey
Exhibit E: Principal Survey
Exhibit F: Academic Software List

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	May 28, 2026
Previous Bid # (Ex: 10-004R):	AGR25-112	**Buyer/PA:**	DAISY CHENTES-HERNANDEZ
New Bid Award Total:	$100,000	**Bid Title:**	Center of Collaborative Classroom
Previous Award Total:	$100,000		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	7/22/2025	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	7/31/2026	**# of Months Into Bid:**	10

SPEND REPORTING	
Purchase Order(s) Spend:	$9,072
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$9,072**
Average Monthly Expenditure:	$907
Unused Authorized Spending:	**$90,928**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
132856-CENTER FOR THE COLLABORATIVE CLASSR	N/A		$ 9,072
	PO VENDOR SPEND:		**$ 9,072**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 9,072**

NOTES (Type Below): Adequate funding is available to cover FY27 requirements.

Certification Types*
Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	Various School and Department Budgets	**Name** (First & Last)	Melissa Holtz
Fund		**Title**	Director
Functional Area		**Department/School Name**	Elementary Learning
Commitment Item		**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	Prepared on:	5/28/2026

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Established 1915
BROWARD
County Public Schools

Procurement & Logistic Operations
Jennifer Andreu, Executive Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0774
jennifer.andreu@browardschools.com

The School Board of Broward County, Florida

Debra Hixon, Chair
Sarah Leonardi, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Dr. Jeff Holness
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

August 4, 2025

Center for the Collaborative Classroom Inc.
1001 Marina Village Parkway, Suite 110
Alameda, California 94501

RE: AGR25-112 - Center for Collaborative Classroom

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and Center for Collaborative Classroom Incorporated. This is the result of the School Board's approval on July 22, 2025, for Item OO-17. Full details are outlined in the Agreement.

Sincerely,

Jennifer D. Andreu,
Executive Director Operations

JDA: bm
Attachment(s)

cc: Cynthia Gomez, Purchasing Agent III
Melissa Holtz, Director, Elementary Learning
Annmarie Richards, Advocacy & Compliance Coordinator, Economic Development & Diversity Compliance

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2025-07-22	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-17.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:
AGR25-112 - Center for Collaborative Classroom Incorporated (SIPPS) ADDED

REQUESTED ACTION:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Center for Collaborative Classroom Incorporated, and the spending authority of $100,000. District-wide.

RATIONALE:
For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

Executive Summary
Financial Analysis Worksheet
Agreement

FINANCIAL IMPACT:
$100,000 funded through participating school budgets.

STRATEGIC PLAN ALIGNMENT:
Student Focus Outcomes
Early Literacy Proficiency **OR** **Business Operations**

BOARD ACTION:
(For Official School Board Records Only)
APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Wanda F. Paul	Phone:	754-321-2659
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title
Wanda F. Paul, Chief Operations Officer

Signature
Wanda F. Paul, Chief Operations Officer Jul 8, 2025
Electronic Signature

Approved in Open Board Meeting On: July 22, 2025

By: Debra Hixon
School Board Chair

Form $4189 Revised 7/24
HH/JJS

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CENTER FOR COLLABORATIVE CLASSROOM INCORPORATED
(hereinafter referred to as "VENDOR")
having its principal place of business at
1001 Marina Village Parkway, Suite 110, Alameda, California 94501

WHEREAS, VENDOR is a nonprofit organization who developed, owns, and offers to educational institutions, its proprietary program, Systematic Instruction in Phonemic Awareness, Phonics, and Sight Words ("SIPPS"), and related professional learning services; and

WIIEREAS, the VENDOR proprietary SIPPS packages provide standards-aligned, systematic foundational skills instruction for students with significant, demonstrated literacy gaps and includes print-based curriculum and professional learning training and support; and

WHEREAS, SBBC desires to engage VENDOR to provide intensive, explicit intervention via SIPPS program materials and professional learning services; and

WHEREAS, pursuant to SBBC Policy 3800 III(E), Rule 6A-1.012 (11)(b) and 14, Florida Administrative Code the requirement of requesting competitive solicitations from three or more sources is hereby waived for the purchase of educational services and any type of copyrighted materials including, without limitation, textbooks, printed instructional materials, and computer software; additionally, when acquiring information technology, SBBC may make such acquisition by direct negotiation and contract with the VENDOR as best fits its needs.

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

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on July 31, 2026, unless terminated earlier pursuant to section 3.05 of this Agreement; and upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, may be extended for two (2) additional one (1) year periods.

2.02 **Scope of Work**.

(a) VENDOR acknowledges that this Agreement does not award or guarantee it to receive any amount of work, any specified volume of product requisitions, or amounts of revenue. Rather, this Agreement is intended to establish the terms and conditions that will govern any purchases of any and all products and services specifically stated within this Agreement and within any subsequent written valid requisitions from SBBC district department (s) or its district school(s) throughout the term of this Agreement and throughout the term of any subsequent renewals of this Agreement.

(b) Online Software Portal. VENDOR shall provide SBBC with unlimited access to supplemental online software for teachers to support students who are receiving reading interventions. The online software portal includes:

1) Access to digital materials and implementation resources
2) Ability to print student consumables
3) Ability to view assessment reports
4) Access to just-in-time professional learning resources
5) Access to program-specific teacher applications

(c) Training for use of Online Software Portal. VENDOR shall provide training to SBBC staff and school administrators and instructional personnel on how to properly access the online software portal.

(d) Copyrighted Materials. VENDOR shall make the following K-5 teacher materials available.

1) SIPPS Beginning Classroom Package.
   i. Teacher's Manual
   ii. Handheld Spelling-Sound cards (2 sets)
   iii. Handheld Sight Word Cards (2 sets)
   iv. Sight Word Wall Cards
   v. Spelling-Sound Wall Cards
   vi. Reproducible Practice Reading Stories
   vii. Story Posters

viii. Little Books decodable readers (6 sets)
ix. Teacher's Portfolio for instructional materials
x. Access to:
xi. Learning Portal
xii. Digital versions of the controlled-vocabulary texts
xiii. ClassView Pro assessment app
xiv. Card Deck App
xv. Intensive Multisensory Instruction for SIPPS Handbook
xvi. Trace and Write student books (set of 12)
xvii. Learning Letter Names program:
xviii. Teacher's Manual
xix. 2 read-aloud books
xx. Letter Cards (2 sets)
xxi. Capital and Lowercase Letter Cards (2 sets)
xxii. Capital and lowercase foam letters (2 sets)

2) SIPPS Extension Classroom Package.
   i. Teacher's Manual
   ii. Handheld Sight Syllable Cards
   iii. Handheld Spelling-Sound Cards
   iv. Irregular Sight Syllables Wall Chart
   v. Spelling-Sound Wall Chart
   vi. Teacher's Portfolio for instructional materials
   vii. Intensive Multisensory Instruction for SIPPS Handbook and Reproducibles

3) SIPPS Plus Classroom Package.
   i. Teacher's Manual
   ii. Handheld Spelling-Sound cards (2 sets)
   iii. Handheld Sight Word Cards (2 sets)
   iv. Spelling-Sound Wall Cards
   v. Dreams on Wheels decodable readers (set of 12)
   vi. Teacher's Portfolio for instructional materials
   vii. Intensive Multisensory Instruction for SIPPS Handbook
   viii. Trace and Write student books (set of 12)

4) SIPPS Challenge Classroom Package.
   i. Teacher's Manual
   ii. Handheld Spelling-Sound Cards (2 sets)
   iii. Handheld Sight Word Cards (2 sets)
   iv. Spelling-Sound Wall Cards
   v. Story Book decodable readers (set of 12)
   vi. Teacher's Portfolio for instructional materials
   vii. Intensive Multisensory Instruction for SIPPS Handbook

viii. Trace and Write student books (set of 12)

5) Fluency Library. Thirty (30) decodable trade books

6) Replacement Workbooks. Replacement Trace and Write workbooks

7) In person product training for all Packages. VENDOR shall supply one (1) trainer for six (6) hours of product training at an SBBC site to be determined by SBBC.

8) Virtual product training for all Packages. VENDOR shall supply one (1) trainer for six (6) hours of product training via a virtual platform to be determined, that is compatible with SBBC's technology systems.

2.03 **Costs**.

(a) The cost to SBBC for the Products and Ancillary services under this Agreement is as follows:

	Product and Ancillary Services:	Cost:
1)	Online software portal	$0.00
2)	SIPPS Beginning Classroom Package	$1,175.00
3)	SIPPS Extension Classroom Package	$900.00
4)	SIPPS Plus Classroom Package	$900.00
5)	SIPPS Challenge Classroom Package	$900.00
6)	Fluency Library	$200.00
7)	Replacement Trace and Write Books	$35.00
8)	In person product training	$4,000.00 per 6.0 hour session
9)	Virtual product training	$400.00 per hour

(b) Notwithstanding any provision of this Agreement, the cost of the Products and Ancillary Services provided by VENDOR to SBBC is for the duration of the term of this Agreement including and extensions of the term of this Agreement.

2.04 **Payment**.

(a) Any district department or district school may elect to purchase software products and/or services listed in section 2.02 by contacting VENDOR. The requesting district department or district school shall request a quote from VENDOR (with the same quote utilizing the costs listed in section 2.03 of this Agreement), shall be used to create a valid requisition. The district department or district school creating the valid requisition for selected software products shall be responsible for all costs related to said requisition.

(b) SBBC shall provide VENDOR with a valid purchase order via United States first class mail or commercial overnight document delivery service, and/or by electronic means, using

VENDOR's contact information designated in section 2.11 (if delivery via email is preferred by VENDOR, and would result in faster response and processing, VENDOR shall specify the appropriate email address for submission of the purchase order in its quote).

(c) VENDOR shall seek all payment from the respective district department or district school that created the valid requisition.

(d) The respective district departments or district schools shall pay all proper and appropriate VENDOR invoices within thirty (30) calendar days after receipt of the same invoice.

(e) VENDOR shall submit all invoices to the following address:

The School Board of Broward County, Florida
Accounting and Financial Reporting Department
Attn: Accounts Payable
600 S.E. 3rd Avenue, 7th Floor
Fort Lauderdale, Florida 33301

2.05 **No Disclosure of SBBC Education Records.** SBBC shall not disclose any education records to VENDOR pursuant to this Agreement. However, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. VENDOR's use or re-disclosure may violate applicable federal and state laws

2.06 **VENDOR Safeguarding the Confidentiality of Education Records.**

Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

(a) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

(b) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides prior written consent for their release;

(c) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the

information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

(d) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

(e) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

(f) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

(g) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law.

2.07 **SBBC Disclosure of Employee Records.**

(a) SBBC staff will provide VENDOR with the employee records in this section for the following purposes:

1) Access to SIPPS program curriculum that provides systematic decoding that helps striving readers quickly develop the accuracy and automaticity needed for fluent, independent reading. In addition to the print-based curriculum materials, employees can access digital resources via VENDOR's Learning Portal.
2) Provide employee digital access to curriculum-specific resources and tools.
3) Provide employee access to the curriculum-based asynchronous professional learning resources.
4) Provide employee access to curriculum-based assessments (optional).

(b) SBBC will provide VENDOR with the following employee records, via the District's Integration system:

1) Employee's first and last name
2) Employee's email address
3) Employee's Identification Number
4) Employee's location of work

(c) The requirements of this section shall supersede any uses and disclosures of employee records or the like as listed in VENDOR privacy policies, if any.

2.08 **VENDOR Safeguarding the Confidentiality of Employee Records.** Notwithstanding any provision to the contrary within this Agreement. VENDOR shall:

(a) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

(b) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;

(c) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement;

(d) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

(e) notify SBBC immediately upon discovery of a breach of confidentiality of employee records by telephone at 754-321-0300 (Manager, Infom1ation Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

(f) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

(g) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law. This section shall survive the elimination of all performance or obligations under this Agreement.

2.09 **Auditing of Data Protection Controls**.

(a) VENDOR or any of VENDOR's subcontractors with access to SBBC data shall provide an attestation stating the VENDOR and/or VENDOR's subcontractors with access to SBBC data have undergone a third-party audit and the security controls being used are in compliance with acceptable security standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by VENDOR or by any of VENDOR's subcontractors with access to SBBC data under this Agreement.

(b) At a minimum, the audit shall show what controls are used to:

1) protect SBBC against unauthorized access, unauthorized disclosure, and damage;

2) reduce the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data;

3) ensure SBBC student and/or staff personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR'S objectives while also ensuring the data is protected from unauthorized use or disclosure; and

4) monitor compliance with established security controls.

(c) Additionally, the VENDOR and/or the VENDOR's subcontractors with access to SBBC data shall, at minimum, annually complete a third-party assessment of their security controls showing compliance with acceptable security standards and maintain compliance during the term of this Agreement. The VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.10 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR'S applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice not to exceed two (2) weeks of any intended audit, inspection, examination, evaluation, and reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitutes grounds for

termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which Insert Name is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.11 **Notice**. When any of the parties' desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief Academic Officer The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To VENDOR:	Center for the Collaborative Classroom Incorporated 1001 Marina Village Parkway Suite 110 Alameda, California 94501

2.12 **E-Verify.** Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.13 **Background Screening**. VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of Insert Name's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.14 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall 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 the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.15 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.16 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits of not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. VENDOR shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000 per occurrence covering any services provided under this Agreement.

(c) Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance, and Employer's Liability limits of not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "Center for the Collaborative Classroom Incorporated does not own any vehicles. If Center for the Collaborative Classroom Incorporated acquires any vehicles during the term of the Agreement, Center for the Collaborative Classroom Incorporated agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit VENDOR sufficient time to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.17 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.18 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the

Agreement is One Million Dollars and 00/100 Cents ($1,000,000) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.19 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.20 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.21 **Proprietary Information**.

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver

of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.22 **Forced Labor.**

(a) Excluded Vendors - the Forced Labor Vendor List. Section 287.1346, Florida Statutes, prohibits SBBC from awarding a contract or purchase order to, or transacting business pertaining to the provision of commodities with a vendor on the Forced Labor Vendor List created and maintained by the Florida Department of Management Services, or an entity under the control of such vendor, for a period of three hundred and sixty-five (365) calendar days after the date the vendor was placed on the list (the "Disqualification Period") unless the vendor is removed from the list pursuant to Section 287.1346(5)(d), Florida Statutes. VENDOR understands that any contract or purchase order with SBBC for the provision of commodities of any amount may be terminated during the Agreement Term at SBBC's sole option pursuant to Section 287.1346(4)(a)2.b, Florida Statutes, if VENDOR or an entity under VENDOR's control is placed on the Forced Labor Vendor List created and maintained by the Florida Department of Management Services.

(b) Forced Labor Certification Form. Before entering into a contract or purchase order with SBBC for the provision of commodities, a member of VENDOR's senior management is required by Section 287.1346(4)(b), Florida Statutes, to certify, in writing, that to the best of his or her knowledge the commodities such vendor is offering to the SBBC have not been produced, in whole or in part, by forced labor. "Forced labor" means work or service exacted from any person, including a minor, under the menace of a penalty for nonperformance and for which the worker does not offer himself or herself voluntarily or an activity that violates Section 787.06, Florida Statutes. "Senior management" includes chief executive officers; assistant chief executive officers, including, but not limited to, assistant presidents, vice presidents, or assistant treasurers; chief financial officers; chief personnel officers; or any employee of an entity performing similar functions. The VENDOR acknowledges that pursuant to Section 287.1346(4)(f), Florida Statutes, the submission of a false certification may subject it to civil fines and penalties. VENDOR must provide SBBC with an updated and current Forced Labor Certification Form prior to any renewal or extension of this contract or purchase order. The original copy of VENDOR's executed Forced Labor Certification Form will be kept in SBBC's contract file.

2.23 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, VENDOR, when executing, renewing, or extending an agreement with The School Board of Broward County, Florida must provide an affidavit signed by an officer or representative of VENDOR under penalty of perjury stating that VENDOR does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject VENDOR to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if VENDOR is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or

in connection with VENDOR's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement, and SBBC may terminate. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There

shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

ATTEST:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Debra Hixon
Debra Hixon, Chair

Date: 7-22-25

Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams
Digitally signed by Kathelyn Jacques-Adams
Date: 2025.07.02 08:05:21 -04'00'

Note: Center for Collaborative Classroom Incorporated

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

CENTER FOR COLLABORATIVE CLASSROOM INCORPORATED

ATTEST:

By: Brent Welling
Signature

Corporate Secretary Signature
Print Name: _____

Print Name: Brent Welling

-or-

Witness Signature
Print Name: Helena Smith

Title: CFO

Date: 06/25/2025

Jerry L. Withers
Witness
Print Name: Jerry L. Withers

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Texas
COUNTY OF Tarrant — Electronically signed and notarized online using the Proof platform.

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 06/25/2025 (*date*) by Brent Welling (*name of officer or agent, title of officer or agent*) of Center for the Collaborative Classroom (*name of corporation acknowledging*), a California (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced DRIVER LICENSE (*type of identification*) as identification and who did first take an oath this 25th day of June, 2025.

My Commission Expires: 10/31/2028

James E Purl
Notary Public Signature

(SEAL)

James E Purl
ID NUMBER
135153474
COMMISSION EXPIRES
October 31, 2028

James E Purl
Printed Name of Notary

135153474
Notary's Commission No.

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CENTER FOR COLLABORATIVE CLASSROOM INCORPORATED
(hereinafter referred to as "VENDOR")
having its principal place of business at
1001 Marina Village Parkway, 110, Alameda, California 94501

A. **WHEREAS**, SBBC and VENDOR entered into a Vendor Agreement that commenced on July 22, 2025, and expires on July 31, 2026 (hereafter "Agreement").

B. **WHEREAS**, the Agreement permits two (2) additional one (1) year extension periods; and

C. **WHEREAS**, SBBC and VENDOR wish to exercise the first of the two (2) options to extend the Agreement term for a period of one (1) year from August 1, 2026, through July 31, 2027, and amend certain provisions of the Agreement through this First Amendment to Agreement; and

D. **WHEREAS**, pursuant to SBBC Policy 3800, III (D) and (E), as authorized by Florida Administrative Code Rule 6A-1.012 11(b) and 14, the requirement of requesting competitive solicitations from three or more sources is waived for the purchase of educational services and any type of copyrighted materials including, without limitation, computer software, and for information technology.

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

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement**. Pursuant to Section 2.01 of the Agreement, the term of the Agreement is hereby extended from August 1, 2026 ("Effective Date"), through July 31, 2027, unless terminated earlier pursuant to Section 3.05 of the Agreement.

3. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

(a) The following provisions - sections 2.03(a), 2.06, 2.08, and 2.09 – **replace** the respective provisions in the Agreement, by interlineation, as follows:

2.03 **Costs.**

(a) The cost to SBBC for the commodities and/or services under this First Amendment to Agreement is as follows:

	Product and Ancillary Services:	Cost:
1)	Online software portal	$0.00
2)	SIPPS Beginning Classroom Package 4th edition	$1,325.00
3)	SIPPS Beginning Classroom Package 5th edition	$1450.00
4)	SIPPS Extension Classroom Package 4th edition	$875.00
5)	SIPPS Extension Classroom Package 5th edition	$1050.00
6)	SIPPS Plus Classroom Package 4th edition	$975.00
7)	SIPPS Plus Classroom Package 5th edition	$1050.00
8)	SIPPS Challenge Classroom Package 4th edition	$775.00
9)	SIPPS Challenge Classroom Package 5th edition	$1050.00
10)	Fluency Library grades 4-6 4th edition	$198.00
11)	Fluency Library grades 4-6 4th edition	$195.00
12)	In person product training	$4,000.00 per 6.0 hour session
13)	Virtual product training	$400.00 per hour

2.06 **VENDOR Safeguarding the Confidentiality of Education Records.**

2.06.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.06.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.06.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.06.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.06.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.06.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.06.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2.06.2.2 Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

2.06.2.3 Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.06.2.4 Fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner; and

2.06.2.5 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.06.2.6 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

2.06.2.7 Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

2.06.2.8 Purge education records from any media once the media is no longer in use or is to be disposed; and

2.06.2.9 Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.06.3 Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

2.06.4 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.08 **VENDOR Safeguarding the Confidentiality of Employee Records**

2.08.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.08.1.1 Fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records; and

2.08.1.2 Hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law; and

2.08.1.3 Only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

2.08.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.08.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.08.2.1 Protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information; and

2.08.2.2 Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.08.2.3 Fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

2.08.2.4 Prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

2.08.2.5 Be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

2.08.2.6 Purge employee records from any media once the media is no longer in use or is to be disposed; and

2.08.2.7 Return, at SBBC's request, all employee records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the employee records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All employee records remain the property of SBBC and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.08.3 Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of

any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

2.08.4 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.09 **Assessment of Data Protection Controls.**

2.09.1 VENDOR or any of VENDOR's subcontractors with access to SBBC data shall provide an attestation stating VENDOR and/or VENDOR's subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by VENDOR or any of VENDOR's subcontractors with access to SBBC data under this Agreement.

2.09.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.09.2.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage; and

2.09.2.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data; and

2.09.2.3 Ensure SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR's objectives while also ensuring the data is protected from unauthorized use or disclosure; and

2.09.2.4 Monitor compliance with established security controls.

2.09.3 VENDOR and/or VENDOR's subcontractors with access to SBBC data under this agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

(b) The following provisions – sections 2.24 and 2.25 – **are added** to the Agreement, by interlineation, as follows:

2.24 **VENDOR Re-Disclosure of SBBC Employee Records**. VENDOR will re-disclose the employee records listed in this Agreement to Amazon Web Services for the purpose of cloud hosting and infrastructure services.

2.25 **Third-Party Safeguarding the Confidentiality of Employee Records**. For any and all employee records that VENDOR rediscloses to any and all entities with which it contracts or utilizes ("third-parties") pursuant to the terms of this Agreement, VENDOR shall ensure that those third-parties comply with the terms of this Agreement, including but not limited to the safeguarding requirements of this Agreement. VENDOR shall take any and all responsibility for the negligent acts or omissions of any and all third-parties that it utilizes to comply with the terms of this Agreement.

5. **Payment**.

(a) Payment. Shall follow the same process as described in section 2.04(a) – (e) of the Agreement.

6. **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

a) the First Amendment to Agreement; then
b) the Agreement.

7. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

8. **Authority**. Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement on the date of last signature below.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Sarah Leonardi, Chair

ATTEST:

Date _____

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

Nicole Vele GrayRobinson, P.A. as Cadre Counsel for
Office of the General Counsel

FOR VENDOR:

(Corporate Seal)

CENTER FOR COLABORATIVE CLASSROOM INCORPORATED.

ATTEST:

By Brent Crawford Welling
Signature

Corporate Secretary Signature
Print Name: _____

Printed Name: Brent Welling

Title: CFO

-or-

Cameron J McClendon
Witness Signature
Print Name: Cameron J McClendon

Winstead Barnes Jr.
Witness
Print Name: Winstead Barnes Jr.

STATE OF Nevada

COUNTY OF Clark

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 05/11/2026 (*date*) by Anthony Gabriel Ordonez (*name of officer or agent, title of officer or agent*) of Center for the Collaborative Classroom (*name of corporation acknowledging*), a California (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or has produced Driver Lic (*type of identification*) as identification and who did/did not first take an oath this 11 day of May, 2026.

My Commission Expires: 03/03/2030

Anthony Gabriel Ordonez
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 22-6236-01
Expires March 3, 2030

Notary Public Signature

Anthony Gabriel Ordonez
Printed Name of Notary

22-6236-01
Notary's Commission No.

Notarized remotely using audio-video communication technology via Proof.

Responses Overview

Active

Responses	Average Time	Duration
25	02:18	96 Days

1. School Name

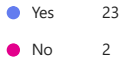
25
Responses

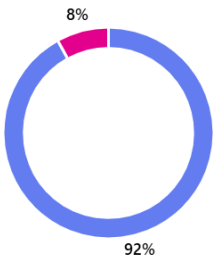
Latest Responses
"Griffin Elementary"
"Riverland Elementary"
"Bennett Elementary"
...

20 respondents (80%) answered Elementary for this question.

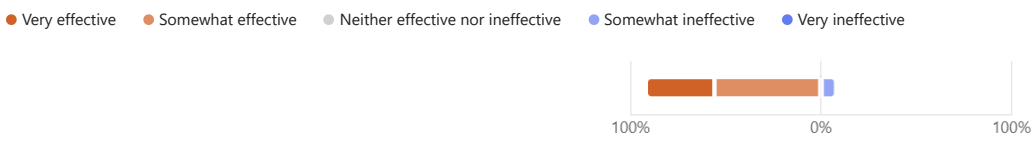


2. Would you like to continue using SIPPS as your intervention program in the 2025-2026 school year?





3. How effective do you believe SIPPS is at closing the achievement gap with your students?



Responses Overview

Active

Responses	Average Time	Duration
69	06:35	84 Days

1. School

69
Responses

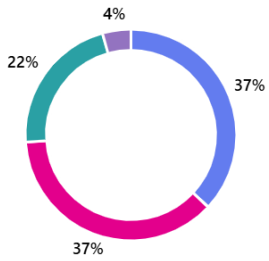
Latest Responses
"Pembroke Lakes"
"Plantation Park Elementary"
"Winston Park Elementary"
...

50 respondents (72%) answered Elementary for this question.

Miramar Elementary
Norcrest Elementary
Morrow Elementary
McNab Elementary
Atlantic Elementary
Tamarac Elementary
Elementary
Elementary School
Meadowbrook Elementary
Oriole Elementary
Plantation Elementary
Watkins Elementary
Sandpiper Elementary
Waters Elementary
Heights Elementary
Tradewinds Elementary
Pinewood Elementary
Cypress Elementary
Driftwood Elementary

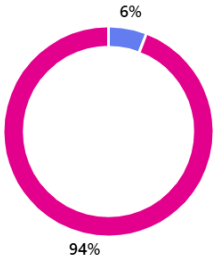
2. If you used SIPPS materials this year, how effective did you find them for increasing student achievement? If you did not use SIPPS, please leave the question blank.

Very effective	17
Somewhat effective	17
Neither effective nor ineffective	10
Somewhat ineffective	2
Very ineffective	0



3. Do you plan on purchasing SIPPS materials for the 26-27 school year?

Yes	4
No	64

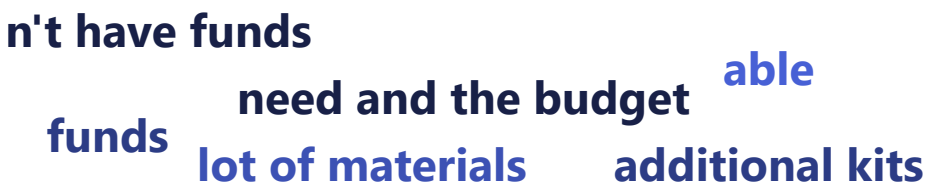


4. If you answered yes to question 4, approximately how much money do you plan on spending on these materials?

19
Responses

Latest Responses
...

1 respondents (5%) answered need and the budget for this question.



Established 1915
BROWARD County Public Schools

Academics Software List - District Purchased

State Mandated Core Materials

Resource Name	Department and Subject Matter Expert	Type	Adoption Year	Contract Year/Term	Previous Year(s) Cost	Annual Cost	Utilization Data	ROI / Achievement Data / Survey Feedback
CFAE Artful Evaluation Program	Applied Learning	Supplemental	2022	2025-2030	$900.00	$900.00	Management system for district exhibitions. 100% art teachers use for art exhibit/competitions.	Management system for district exhibitions. 100% art teachers use for art exhibit/competitions.
Chess4Life, LLC	Applied Learning	Supplemental	2024	2024-2027	$160,000.00	$160,000.00	86,900 unique student user engagement.	83,900 unique student user engagement
Speechwire Tournament Services	Applied Learning	Supplemental	2024	2024-2027	$9,408.00	$7,945.50	Approximately 10,200 attend and compete in tournaments; 4 tournaments monthly.	Approx 10,200 attend and compete in tournaments
American Sign Language 1-3 (eDynamic Learning)	Bilingual/ESOL	Core	2026-2027	2026-2031	5 year Adoption (New)	$256,839.00	Core Curriculum with an online version - no utilization data available.	Online textbook. American Sign Language 1-3 (Regular & Honors)
Renaissance STAR & CBM (Spanish)	Bilingual/ESOL	Core	2025-26	2026-2027	N/A	$20,000.00	Core Curriculum with an online version - no utilization data available.	NA
Amira Learning	Bilingual/ESOL	Supplemental	2026	2025-2027	$188,000.00	$100,000.00	3912 Students rostered in 26 Dual Language schools; grades K-8; 92% of students completed the May assessment.	New adoption.
ELLevation Platform & Strategies (Curriculum Associates)	Bilingual/ESOL	Supplemental	2014	2026-2027	$895,000.00	$874,497.00	Teacher usage monthly to weekly is over 6000 logins; daily for ESOL teachers is over 82,000 logins; daily for District ESOL Dept over 5000 logins. Student usage does not apply.	By June 2027, engagement with Ellevation Strategies and Platform will show an increase of three (3) percent as evidenced by the number of current logins (85,380). By June 2027, engagement with Ellevation Strategies will show an increase of three (3) percent measured by interaction with professional learning modules as evidenced by current logins and interaction (5,088).

Imagine Language & Literacy	Bilingual/ESOL	Supplemental	2014	2026-2027	$881,000.00	$640,000.00	8,279 Active students; These are averages: 84% Lessons passed; 39 mins average time per week; 13 average lessons completed; 45,000 lessons completed	85% overall lesson pass rate
Certified Internet Web Professional Curriculum Materials	CTACE	Core	2023	2026-2029	$3,250.00	$100,000.00	2019 student logins, 71 testing vouchers used. 161 teachers accounts.	Piloted during the 2024-2025 school year. During this time, the district had an ROI of $6,500 (13 industry certifications earned). To be used as a replacement for the daggered ESB exam.
CEV Multimedia (iCEV)	CTACE	Core (data management software)	2024	2026-2029	$550,000.00	$600,000.00	134 teacher accounts currently active with 10,989 students currently enrolled in their courses with 5,237 testing vouchers used.	Primarily used as testing platform. Approximate ROI$2,074,000; 71% industry certification passing rate, teacher approval 90%,
Home Builders Institute: HBI	CTACE	Core	2021	2026-2028	$10,000.00	$8,000.00	This is the curriculum used by all our building and trades and carpentry, a total of 1,139 students and 4 teachers.	Approximate CAPE funds ROI: $120,500; 100% teacher approval
National Association for Legal Support Professionals	CTACE	Core	2024	2024- 2027	$6,750.00	$60,000.00	34 testing vouchers used.	Schools will earn acceleration points for student passers of the LSP exam and approximately $1,000 in CAPE bonus funding per exam.
National HealthCareer Association (Assessment Technologies)	CTACE	Core	2023	2023-2026	$65,000.00	$200,000.00	1,092 testing vouchers used.	Immediate Return on Investment is a twenty-five (25) percent increase in student proficiency on Health Science industry certification exams as evidenced by the certification credentialing agency. Last year students earned 748 industry certifications from NHA amounting to over $400,000 earned in CAPE funding.

National Restaurant Association Solutions, LLC.	CTACE	Core	2022	2026-2029	$112,000.00	$300,000.00	1,286 testing vouchers used.	Over the last three (3) years, we have had a passing rate of two thousand three hundred seventeen (2,317), seventy-six percent (76%), thus demonstrating career readiness and generating $2,317,000 back to our Career & Technical Education (CTE) programs.
Network for Teaching Entrepreneurship (NFTE)	CTACE	Core	2006	2025-2028	$225,000.00	$225,000.00	5,139 Entrepreneurship students utlized this curriculum to prepare for their industry certification exams.	Students utilizing this curriculum have an opportunity to take the Entrepreneurship and Small Business industry certification exam, making them career-ready. Over the last three years, we have had 12,228 (75% passing rate) students pass this exam, thus demonstrating career readiness.
Solid Professer software license (district-wide)	CTACE	Core	2022	2022-2025	$80,000.00	$100,000.00	Used by 3,730 Engineering student to prepare for their industry certification exams and used by 26 teachers.	This platform provides schools with Engineering, Robotics, and Aerospace programs with curriculum and projects specific to AutoDesk and SolidWorks industry certifications. Schools are surveyed for accss. This platform is available for grades 6-12. During the 2024-2025 school year, students passed 1,536 industry certification exams, which are practiced through Solidprofessor software. This equates to over $1.5 million in Career and Professional Education Act (CAPE) funding, which continues to support the programs.

Technical Industry Certification and Digital Tool Licensing (Certiport)	CTACE	Core	2021	2021-2026	$1,399,861.00	$1,399,861.00	48,011 testing vouchers used.	This platforms provides industry certifiaiton vouchers to students enrolled in CTE courses grardes 6-12. Additionally, elementary grades will have access to the Digital Tool certifications. Testing preparation and activities aligned to the associated industry certifications are within this platform to prepare the students for industry certification testing. For school year 2024-2025, over 23,000 industry certficaion exams were earned and approximately $16,000,000 in CAPE Bonus FTE was generated as a result of these certifications earned.
Virtual Enterprise International (Vei)	CTACE	Core	2022	2026-2029	$60,000.00	$100,000.00	Totals Broward Schools that use VE Hub: 25 Totals Unique Teachers: 43 Total Login by School: 14,200 Sum of Teacher Login: 938 Total Curriculum Clicks by Teachers: 8,777 Total Curriculum Clicks by Students: 56,419	Students utilizing this curriculum have an opportunity to take both the QuickBooks and Entrepreneurship and Small Business industry certification exam, making them career-ready. Over the last three years, we have had 12,990 (73% passing rate) students pass these exams, thus demonstrating career readiness.
Cengage (Mindtap)	CTACE	Supplemental	2021	2026-2029	5 year Adoption	$50,000.00	Number of teachers who have accessed or actively used the platform: 33 Number of students who have accessed or actively used the platform: 2,107	During the previous school year, students earned over one thousand (1,000) industry certifications in subject areas supported by the Cengage curriculum. These certifications generated approximately $500,000 in CAPE funding, demonstrating a measurable financial return on investment while strengthening workforce readiness outcomes for students.

Complio-American DataBank	CTACE	Supplemental	2026	2026-2029	$30,000.00	$87,500.00	N/A for teacher and student usage. No students were abl e to utilize the program this school year due to contract status.	ROI this platform will allow health care and emergency medical services students who elect to complete their clinical experiences at an ADB agency the ability to complete their background checks and health screenings using the Complio System. Immediate ROI is one hundred percent of these students will be onboarded using this system.
National Academy of Finance (NAF)/Education Model Curriculum Agreement (NAF)	CTACE	Supplemental	2022	2026-2029	$22,400.00	$23,400.00	Number of teachers who have accessed or actively used the platform: 22 Number of students who have accessed or actively used the platform: 837 Frequency of use: Work-based learning tracker- 83 activities, 1,160 unique students in WBL tracker Total Number of Hours: 294	The return on investment for this Agreement is measured through cost efficiency, scalability across multiple academies, and support of workforce-aligned outcomes. At an annual cost of $23,400, the District provides access to a nationally recognized, industry-validated curriculum model supporting thirteen (13) academies across multiple CTE pathways.
Post Secondary Continuing Education Software-Essential Ed	CTACE	Supplemental	2025	2025-2028	$74,160.00	$80,000.00	Average Academic Seat Usage: 948 Average Workforce Readiness Seat Usage: 229	99% teacher approval, 99% student approval
Sherlock Get My Interns	CTACE	Supplemental	2024	2024-2028	$5,000.00	$5,000.00	Number of teachers who have accessed or actively used the platform: 33 Number of students who have accessed or actively used the platform: 501 Careers Launched: Frequency of use (such as logins, sessions, time spent, or other available usage metrics): Official Student Internship Placements: 107 Positions in the platform: 161 Internship Providers: 24	ROI via this platform is measured through work-based learning/summer employment. Over the last two years, we have had over 300 students receive summer internships through this portal.

Brigance Online Management	Early Childhood Education	Core	2016	In Process	$500.00	$500.00	Number of staff who have accessed or actively used the platform: 20 potential users; Student usage: N/A	Online add on to paper-based assessments. To provide a comprehensive picture of a child's development, identify strengths and needs, plan individualized instruction, and monitor progress in Early Head Start.
ChildPlus	Early Childhood Education	Core (data management software)	2021	2025-2027	$88,000.00	$47,520.00	Number of staff who have accessed or actively used the platform: 573 potential users; Student usage: N/A	The ChildPlus data management software enables Head Start and VPK programs to collect and monitor student information and service area data
Creative Curriculum Cloud & Creative Curriculum Cloud for Infants, Toddlers and Twos	Early Childhood Education	Core	2020	2025-2027	$178,548.50	$147,495.00	Number of staff who have accessed or actively used the platform: 230 potential users; Student usage: N/A	92% of 4-year-old children enrolled in Head Start and VPK met or exceeded age-appropriate developmental progressions in early literacy and pre-algebraic concepts as measured by early childhood assessments.
e-DECA 2.0	Early Childhood Education	Core	2017	In Process	$9,003.00	$9,003.00	Number of staff who have accessed or actively used the platform: 180 potential users; Student usage: N/A	Used to identify and provide Tier 2 and Tier 3 interventions for children scoring a concern in identified areas to promote wellness and resiliency.
Evenly Odd, Inc. d/b/a KNACK	Early Childhood Education	District Use Only: Core (data management software)	2024	2024-2027	$33,000.00	$38,115.00	Number of staff who have accessed or actively used the platform: 320 potential users; Student usage: N/A	100% of families applying to the VPK Program will be able to complete an application using this data management software. As a result, ECE staff will be able process applications and enroll children.
PowerSchools (Performance Matters)	Educational Assessment, Analysis & Research	Supplemental	2025	8-2-2024 to 7-31-2027	$5,193,531.41 (3 Year)	$1,731,177.14	For the 2025-26 school year, 678,349 reporting sessions which includes every time a staff member accesses the platform, 2,595 assessments created by classroom teachers, school staff, or district staff.	Satisfaction surveys will go out to schools at the end of the contract term. Usage metrics will be provided at the end of the contract term.

iReady	Elementary Learning	Supplemental/ Instructional Tech	2021	2024–2026	$3.5M	$3,800,000.00	ELA Student Weekly Usage on Personalized Instruction (minutes)- K- 43, 1st- 49, 2nd- 52, 3rd- 55, 4th- 51, 5th- 47 Math Student Weekly Usage on Personalized Instruction (minutes)- K- 39, 1st- 42, 2nd- 43, 3rd- 45, 4th- 47, 5th- 47	80% (1074/1219) of teachers rated the impact that iReady has on student achievement as either Highly Effective or Effective. 86% (1132/1219) of teachers would like to have iReady in their classrooms for the 2026-2027 school year.
Progress Learning	Elementary Learning	Supplemental	2024	2025-2028	$530,000.00	$530,000.00	For the 2025-2026 school year, K-5 teachers logged into Progress Learning 345,906 times. Kindergarten students logged in 196,602 times, Grade 1 students logged in 390,415 times, Grade 2 students logged in 572, 907 times, Grade 3 students logged in 699, 695 times, Grade 4 students logged in 852, 266 times and Grade 5 students logged in 1,544,838 times. Teachers created 65,813,738 assignments. K-5 students spent a total of 57,086,659.46 minutes within the Progress Learning platform.	25-26 5th grade science increase from 57% to 65% proficiency
Reading Horizons	Elementary Learning	Supplemental	2022-2023 The District had an initial District Wide implementation purchase.	10/17/2023-7/31/2026	2022-2023 $1,049,865 2023-2026 $80,000 From school purchases	This is not a district wide purchase at this point therefore there is no set annual cost. The cost depends upon schools deciding to purchase additional materials.	According to FOCUS, 49 schools are using Reading Horizons as an intervention.	Continued approval will ensure that elementary schools have access to Reading Horizons as an evidence-based intervention aligned to Florida Rule 6A-6.053 and the District's Comprehensive Evidence-Based Reading Plan (CERP).

SIPPS (Collaborative Classroom)	Elementary Learning	Supplemental	2022-2023 The District had an initial District Wide implementation purchase.	7/22/2025-6/31/2026	2022-2023 $2,055,472 2023-2026 $10,000 from school purchases	This is not a district wide purchase at this point therefore there is no set annual cost. The cost depends upon schools deciding to purchase additional materials.	According to FOCUS, 64 schools are using SIPPS as an intervention.	Continued approval will ensure that elementary schools have access to SIPPS as an evidence-based intervention aligned to Florida Rule 6A-6.053 and the District's Comprehensive Evidence-Based Reading Plan (CERP).
Canvas Learning Management System	Instructional Innovation & Digital Learning	Core	2024	2024-2027	$1,488,357.92	$1,575,704.00	August 2025 to June 2026 - Courses concluded with activity 14,781.	August 2025-June 2026 Data: 14,781 courses with activity and 151,395 students enrolled in published or concluded courses. 5,346 teachers. 584 million+ interactions.
Turnitin	Instructional Innovation & Digital Learning	Core	2024	April 2024-April 2027	$182,094.00	$183,398.00	This is the district's only plagirism detection software and we are required to identify a plagirism tool to meet the Cambridge International Program requirements. The tool ensures that students' submissions are original works and teachers and schools are equipped with plagiarism detection software. 34,408 launches and 5,478 unique users district wide in 2024-2025 school year. 169,985 launches and 15,877 unique users district wide in 2025-2026 school year.	34,408 launches and 5,478 unique users district wide in 2024-2025 school year. 169,985 launches and 15,877 unique users district wide in 2025-2026 school year.

Beanstack/Zoobean	Instructional Innovation & Digital Learning	Supplemental	2021	July 1, 2026 - June 30, 2029	$74,439.00	$40,021.00	From January 1, 2023- December 31, 2023, Books Read 506,591, Minutes Read 10,738,337, Earned Badges 601,930, and Students 23,027. January 1, 2024 – December 31, 2024 - Books Read 602, 617, Minutes Read 13,304,443, Earned Badges 915, 420, and Students 39, 210. January 1, 2025 – December 31, 2025 - Books Read 663,993, Minutes Read 35,198,057, Earned Badges 984,204, and Students 56,835	Over 28 million minutes read districtwide; Survey results from the 2026 survey indicate that: A majority of responding educators reported using Beanstack in their classrooms or media programs, demonstrating practical integration into instruction and reading initiatives. 75% of respondents expressed interest in continued or future use of Beanstack, reflecting strong confidence in the platform's instructional value and usability. Overall satisfaction ratings ranged from 4.3 out of 5, indicating high levels of approval among end users responsible for implementation and student support
Follett/Textbooks/Destiny	Instructional Innovation & Digital Learning	Supplemental	2024	2024-2027	$278,134.00	$464,172.00	Destiny Resource Manager is a comprehensive system that streamlines the management and tracking of District resources so that SBBC can buy what is needed, share what SBBC has, and re-purpose what remains. The system will help SBBC optimize resource sharing by managing District resources with greater efficiency and accuracy, reducing purchasing redundancies by establishing an accurate inventory baseline, consolidating reporting processes, and distributing reports easily throughout the District to inform budgeting,	Catalog materials and resources. Over 1.9 million books checked out district wide in 2025-2026 school year

							purchasing, and inventory decisions. Usage trends: 2023-2024 - 1,260,327 Books checked out; 2024-2025 - 1,906,522 Books checked out ; and 2025-2026- 1,994,719 Books checked out	
Gale/Cengage	Instructional Innovation & Digital Learning	Supplemental	2023	2023-2026	$220,050.00	$173,494.85	Gale database usage trends: 2023 – 2024 - 175,530 searches; 2024-2025 - 269,259 searches; and 2025-2026 - 277,895 searches	Survey results from the 2026 survey indicate that: • A majority of responding educators reported using Gale databases in their classrooms or media programs, demonstrating practical integration into instruction and research initiatives. • 72% of respondents expressed interest in continued or future use of Gale databases, reflecting strong confidence in the platform's instructional value and usability. • Overall satisfaction ratings ranged from 4.5 out of 5, indicating high levels of approval among end users responsible for implementation and student support. Beyond survey responses and usage metrics, educators' adoption and promotion of the platform has resulted in enhanced student engagement.

PebbleGo Next Capstone	Instructional Innovation & Digital Learning	Supplemental	2024	2024-2027	N/A	$161,688.00	PebbleGo Next resources provide compliance with the Citizens Concerned About Our Children Settlement Agreement and support the B.E.S.T. Standards. As determined by PebbleGo Next's usage trends: 2024-2025 - 190,329 articles opened (17,769 books opened) and 2025-2026 - 289,272 articles opened (28,860 books opened)	190,329 articles opened district wide in 2024-2025 school year
Sora/OverDrive	Instructional Innovation & Digital Learning	Supplemental	2021	July 1, 2026 - June 30, 2029	$50,000.00	$125,000.00	Sora provides extensive support to school libraries by offering a comprehensive digital reading platform that enhances educational experience for students, teachers, and administrators. Usage trends: 2023-2024 - 529,438 minutes read (31,819 books opened); 2024-2025 - 1,076,258 minutes read (83,154 books opened); and 2025-2026 - 2,228,081 minutes read (220,650 books opened)	Survey results from the 2026 survey indicate that: • A majority of responding educators reported using Sora in their classrooms or media programs, demonstrating practical integration into instruction and reading initiatives. • 73% of respondents expressed interest in continued or future use of Sora, reflecting strong confidence in the platform's instructional value and usability. • Overall satisfaction ratings ranged from 4.4 out of 5, indicating high levels of approval among end users responsible for implementation and student support. Total Activity Holds Checkouts Spent ROI (per checkout) Elementary 205,617 88,778 $63,640 $0.37 Middle 3,961 557 $13,073 $3.84 High 10,113 1,306 $22,951 $2.61

Canvas Credentials	Instructional Innovation & Digital Learning	District Use Only: Noninstructional Tech	2025	2025-2026	N/A	$48,425.00	Canvas is the district's Learning Management System (LMS)	New, non-renewed.
Edcredible	Instructional Innovation & Digital Learning	District Use Only: Noninstructional Tech	2024	2024-2027	N/A	$165,557.00 for 3 years	This is a district operational program. EdCredible gives the District staff access to real-time data for the purpose of evaluating and reviewing instructional materials with fidelity. This program streamlines the adoption process, saving time for staff to analyze data and make informed decisions based on unbiased reviews.	Utilized to operate the World Languages Adoption for the 2025-2026 school year. Instructional Materials Leadership Team (IMLT) and District Instructional Materials Review Committee (DIMRC) accessed state rubric related reviews and entered comments, which were then discussed openly in the public meetings for the reviews, before being brought before the school board on June 9, 2026.
¡Listos! (Levels A-F) (Vista Higher Learning)	Instructional Innovation & Digital Learning (Bilingual/ESOL)	Core	2026-2027	2026-2031	5 year Adoption (New)	$5,424,159.00	Core Curriculum with an online version - no utilization data available.	Online textbook. Elementary Spanish new adoption year.
Cengage (Math)	Instructional Innovation & Digital Learning (Bilingual/ESOL)	Core	2022	2022-2027	5 year Adoption	$1,989,296.00	Core Curriculum with an online version - no utilization data available.	Selective Core Instructional Materials for Mathematics
Benchmark Adelante	Instructional Innovation & Digital Learning (Bilingual/ESOL)	Core	2021	2025	5 year Adoption	$152,712.00	Core Curriculum with an online version - no utilization data available.	Online textbook. Core Instructional Materials for Bilingual/ESOL
D'accord! (Vista Higher Learning)	Instructional Innovation & Digital Learning (Bilingual/ESOL)	Core	2026-2027	2026-2031	5 year Adoption (New)	$96,479.00	Core Curriculum with an online version - no utilization data available.	Online textbook. Pre AICE/Pre IB French and AICE/IB French Core Instructional Materials for Bilingual/ESOL
Descubre (Vista Higher Learning)	Instructional Innovation & Digital Learning (Bilingual/ESOL)	Core	2026-2027	2026-2031	5 year Adoption (New)	$156,727.00	Core Curriculum with an online version - no utilization data available.	Online textbook. PreAICE/Pre IB Spanish
Descubre (Vista Higher Learning)	Instructional Innovation & Digital Learning (Bilingual/ESOL)	Core	2026-2027	2026-2031	5 year Adoption (New)	$211,821.00	Core Curriculum with an online version - no utilization data available.	Online textbook. AICE/IB Spanish
Galería (Levels A-C) (Vista Higher Learning)	Instructional Innovation & Digital Learning (Bilingual/ESOL)	Core	2026-2027	2026-2031	5 year Adoption (New)	$315,203.00	Core Curriculum with an online version - no utilization data available.	Online textbook. Spanish for Spanish Speakers 1-3 (Regular & Honors) Core Instructional Materials for Bilingual/ESOL

Reporters (Klett World Language)	Instructional Innovation & Digital Learning (Bilingual/ESOL)	Core	2026-2027	2026-2031	5 year Adoption (New)	$528,202.00	Core Curriculum with an online version - no utilization data available.	Online textbook. M/J Spanish Beginning (regular & advanced)
Reporters: Francophones (Klett World Language)	Instructional Innovation & Digital Learning (Bilingual/ESOL)	Core	2026-2027	2026-2031	5 year Adoption (New)	$81,345.00	Core Curriculum with an online version - no utilization data available.	Online textbook. M/J French Beginning (regular & advanced)
SAVVAS iLIT ELL	Instructional Innovation & Digital Learning (Bilingual/ESOL)	Core	2021	2021-2026	5 year Adoption	$1,760,051.00	Core Curriculum with an online version - no utilization data available.	Instructional Materials for ELA
Senderos (Vista Higher Learning)	Instructional Innovation & Digital Learning (Bilingual/ESOL)	Core	2026-2027	2026-2031	5 year Adoption (New)	$2,764,292.00	Core Curriculum with an online version - no utilization data available.	Online textbook. Spanish 1-4 (Regular & Honors)
Yabisi (Vista Higher Learning)	Instructional Innovation & Digital Learning (Bilingual/ESOL)	Core	2019	2026-2031	5 year Adoption (New)	$28,012.00	Core Curriculum with an online version - no utilization data available.	Online textbook. M/J Spanish for Spanish Speakers, Beginning (Regular & Advanced)
Zhēn Bàng! (Carnegie Learning)	Instructional Innovation & Digital Learning (Bilingual/ESOL)	Core	2026-2027	2026-2031	5 year Adoption (New)	$8,471.00	Core Curriculum with an online version - no utilization data available.	Online textbook. M/J Chinese, Beginning
Zhēn Bàng! (Carnegie Learning)	Instructional Innovation & Digital Learning (Bilingual/ESOL)	Core	2026-2027	2026-2031	5 year Adoption (New)	$78,752.00	Core Curriculum with an online version - no utilization data available.	Online textbook. M/J Chinese, 1-4 (Regular & Honors)
Benchmark Advance	Instructional Innovation & Digital Learning (Elementary Learning)	Core	2021	2021-2026 (paid in 2021)	5 year Adoption	$12,876,238.00	Number of teachers who have accessed or actively used the platform: 33 Number of students who have accessed or actively used the platform: 501 Careers Launched: Frequency of use (such as logins, sessions, time spent, or other available usage metrics): Official Student Internship Placements: 107 Positions in the platform: 161 Internship Providers: 24	Core Instructional Materials for Science

Gallopade	Instructional Innovation & Digital Learning (Elementary Learning)	Core	2023	2024-2029	5 year Adoption	$5,012,462.00	For the 2025-26 school year, 678,349 reporting sessions which includes every time a staff member accesses the platform, 2,595 assessments created by classroom teachers, school staff, or district staff.	Core Instructional Materials for Science
HMH Read 180	Instructional Innovation & Digital Learning (Elementary Learning)	Core	2021	2021-2026	5 year Adoption	Bundled with Adoption	ELA Student Weekly Usage on Personalized Instruction (minutes)- K- 43, 1st- 49, 2nd- 52, 3rd- 55, 4th- 51, 5th- 47 Math Student Weekly Usage on Personalized Instruction (minutes)- K- 39, 1st- 42, 2nd- 43, 3rd- 45, 4th- 47, 5th- 47	Core Instructional Materials for ELA
SAVVAS enVision	Instructional Innovation & Digital Learning (Elementary Learning)	Core	2022	2022-2027	5 year Adoption	$15,356,980.50	For the 2025-2026 school year, K-5 teachers logged into Progress Learning 345,906 times. Kindergarten students logged in 196,602 times, Grade 1 students logged in 390,415 times, Grade 2 students logged in 572, 907 times, Grade 3 students logged in 699, 695 times, Grade 4 students logged in 852, 266 times and Grade 5 students logged in 1,544,838 times. Teachers created 65,813,738 assignments. K-5 students spent a total of 57,086,659.46 minutes within the Progress Learning platform.	Core Instructional Materials for Social Studies
Discovery Core	Instructional Innovation & Digital Learning (Elementary and Secondary Learning)	Core	2025	2025-2030	5 year Adoption	$15,458,816.00	Core Curriculum used by all teachers and students	Core Support Instructional Materials for ELA

Science Adoption	Instructional Innovation & Digital Learning (Elementary and Secondary Learning)	Core	2025	2025-2030	30 million paid in 2025	$30,000,000.00	Core Curriculum used by all teachers and students	Core Instructional Materials for Mathematics
Bedford, Freeman and Worth	Instructional Innovation & Digital Learning (Secondary Learning)	Core	2022	2022-2027	5 year Adoption	$295,741.00	Core Curriculum used by all teachers and students	Core Instructional Materials for Advanced Placement Courses
Cengage (Social Studies)	Instructional Innovation & Digital Learning (Secondary Learning)	Core	2023	2024	5 year Adoption	$13,184,379.00	Core Curriculum used by all teachers and students	Core Instructional Materials for Social Studies
HMH Into Literature	Instructional Innovation & Digital Learning (Secondary Learning)	Core	2021	2021-2026	5 year Adoption	$15,000,000.00	Core Curriculum used by all teachers and students	Core Instructional Materials for ELA
HMH The Code	Instructional Innovation & Digital Learning (Secondary Learning)	Core	2021	2021-2026	5 year Adoption	Bundled with Adoption	Core Curriculum used by all teachers and students	Core Support Instructional Materials for ELA
Savvas enVision	Instructional Innovation & Digital Learning (Secondary Learning)	Core	2022	2022-2027	5 year Adoption	$15,356,980.50	See ROI	Core Instructional Materials for Mathematics
Digital Mathematics Curriculum Program (IMACS) FY21-131	Secondary Learning	core	2013-2014	2025-2027	$49,000.00	$98,000.00	Students: 225	Analyzing data from the 2023-2024 school year, 91% (61/67) of students previously completed the EMF program and received a grade of B or higher while enrolled in Calculus (Advanced Placement Calculus AB or Dual Enrollment Calculus via the University of Florida) in 9th grade.
Albert	Secondary Learning	Supplemental	2022	2025-2026	$120,000.00	$135,000.00	Active teachers: 190; Active students; 9,755	The teacher interest survey indicates that one hundred percent (100%) (30/30) of secondary teachers surveyed

								would like to use this resource in their classroom.
Edmentum/Courseware	Secondary Learning	Supplemental	2021	2025-2026	$485,700.00	$315,000.00	Teachers: 294 Active; 3,638 students	Funds used for both district purchases and school purchases. For the 2025-2026SY to date (as of June 16, 2026), 3,638 active students have completed a total of 4,232 courses through Edmentum.
Khan Academy	Secondary Learning	Supplemental	2026	2026-2027	$0.00	$0.00	Khan Academy usage - Grades 6-8: 11,342 students; Grades 9-12: 20,000 students Khanmigo usage - Grades 6-8: 7,708 students; Grades 9-12: 6,041 students	The use of Khan Academy and Kahnmigo began in Feb of 2026
Kognity	Secondary Learning	Supplemental	2023	2025-2026	$21,000.00	$81,000.00	Kognity is 2 schools (Miramar HS and Deerfield Beach HS) and all IB diploma students and teachers at those schools.	IB Biology is offered in the IB Diploma program at the four district IB high schools; Boyd Anderson, Deerfield Beach, Miramar, and Plantation. Deerfield Beach HS, Miramar HS, and Plantation HS through the use of Kognity showed a 26% increase in their IB Biology pass rate during the past two years over the non-user school.
Nearpod	Secondary Learning	Supplemental	2022	24-25	$999,202.00	$350,000.00	1,427 Teachers with at least one engaged student and 43,693 Students with any IXL activity (Time > 0 or Skills > 0)	93,272 sessions launched and 3,294,059 activity submissions.
Prisms	Secondary Learning	Supplemental	2023	2025-2026	$4,768,600.00	$2,230,080.00	Teachers; 343; Students: 23,692	• The continued use of Prisms of Reality to support student engagement and access to standards-aligned immersive learning experiences in mathematics and science.• 97% (307 of 315) of teachers who were formally trained in Prisms VR have actively implemented the instructional model with students. • 22,621 middle school and selected

								high school students have been actively engaged in learning math and science concepts through Prisms VR over the past five months. • Since October 2025, schools have received a total of 375 coaching days to support Prisms VR implementation • 110 unique standards-based modules have been implemented.
IXL	Secondary Learning	Supplemental	2022	2025-2027	$153,000.00	$350,000.00	1,427 Teachers with at least one engaged student and 43,693 Students with any IXL activity (Time > 0 or Skills > 0)	Analysis suggest a significant difference in mean scale score between the IXL students and non-IXL students on the Florida Assessment of Student Thinking (FAST) PM3 Mathematics assessment in SY 2024-2025 for grade 6 (+.97), grade 7 (+2.05), and grade 8 (+3.75) on the FAST PM 3 Mathematics assessment and the Algebra 1 End of Course (EOC) for 7th grade students who participated in IXL (+3.04).

Status: SPECIAL ORDER

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	PP. Policies
DEPARTMENT:	General Counsel

Agenda Item Number:	PP-1.
Consent or Open Item:	Open
Special Order:	YES
Time for Special Order:	9:00 A.M.

TITLE:

School Board Policies
SPECIAL ORDER - 9:00 A.M.

REQUESTED ACTION:

Adopt and rescind School Board Policies. The effective date of this action shall be July 29, 2026. District-wide

FINAL RULEMAKING PUBLIC HEARING AT 9:00 A.M.

RATIONALE:

This adoption and rescission are intended to reflect updated rules, regulations, and statutes; incorporate best practices; and enhance transparency and accountability. The Rule Development Notice was published on June 30, 2026. These policies were also reviewed at the Rule Development Workshop held on 6/8/26 and Special School Board Meeting held on 6/23/26.

EXHIBITS:

- Executive Summary
- Policies for Adoption
- Policies for Rescission

FINANCIAL IMPACT:

There is no financial impact to the District for the rulemaking of this item.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:		Phone:	
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Kathy Dupuy-Bruno, General Counsel

Signature

Kathy Dupuy-Bruno, General Counsel

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Kathy Dupuy-Bruno, Esq., B.C.S.
Title: General Counsel
Phone: 754-321-2050

EXECUTIVE SUMMARY
School Board Policies

Board Meeting Date: July 28, 2026

Requested Action: Adopt and rescind School Board Policies. The effective date of this action shall be July 29, 2026.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	• The proposed adoption and rescission shall become effective on July 29, 2026. Approval will support system-wide governance, legal compliance, transparency, and operational alignment by ensuring that the District's policy framework reflects current legal requirements, Board direction, and District practices. A "Yes" vote will also provide staff, schools, families, students, and stakeholders with updated policy guidance that is clear, accessible, and consistently applied across the District.
If the School Board votes "No"	• The District will continue operating under the current policy language where applicable. This may result in policies that remain outdated, inconsistent with current operational practices, or not fully aligned with recent legal, regulatory, or governance updates. A "No" vote may also delay policy modernization efforts, create uncertainty for staff responsible for implementation, and limit the District's ability to maintain a clear, consistent, and legally compliant policy framework.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• This adoption and rescission will support measurable improvements in governance, compliance, transparency, and operational

	consistency. This action is intended to provide clearer guidance to schools and departments, eliminate obsolete policy provisions, reduce ambiguity in implementation, and improve stakeholder access to current Board-adopted policy direction. • The return on investment includes reduced risk associated with outdated or inconsistent policies, improved alignment between Board policy and District operations, enhanced public transparency, and greater efficiency for staff responsible for interpreting, implementing, and communicating policy requirements.

Background/History

On May 5, 2026, the School Board approved the Agreement between The School Board of Broward County, Florida and Neola, Inc. to support the District's policy modernization efforts through policy development, legal update services, administrative procedure support, and digital publication of Board bylaws, policies, and administrative procedures. As part of the District's ongoing policy modernization initiative, these policies, along with additional policy proposals, were presented to the School Board for review and discussion during the Workshop held on June 8, 2026. The policies were subsequently reviewed again during the Regular School Board Meeting held on June 23, 2026. During both meetings, School Board Members and stakeholders were provided the opportunity to review and discuss the proposed policy language.

Consistent with the District's rulemaking process and applicable legal requirements, the policy proposals were publicly noticed and advertised in advance of both the June 8, 2026 Workshop and the June 23, 2026 Regular School Board Meeting. Following Board review and discussion, these specific policy proposals were subsequently advertised for Rule Development on June 30, 2026.

The proposed policy language reflects feedback and input received during the Board's review process, including comments and recommendations provided by School Board Members and stakeholders. This agenda item represents the next step in the District's continuing effort to maintain a policy framework that is current, legally compliant, transparent, accessible, and aligned with Board governance priorities and District operations.

Adoption and rescission of the policies presented herein will further advance the District's systematic review, revision, adoption, rescission, and publication of School Board Policies in a manner that promotes consistency, operational alignment, transparency, and legal compliance.

This agenda item addresses the following policies:

Policy	Action
Policy 0111 – Name	For Adoption
Policy 0112 – Geographical District	
Policy 0113 – Address	
Policy 0114 – Seal	
Policy 1232 – Political Activities	
Policy 6327 – Public-Private Partnerships, Unsolicited Proposals, Competitive Solicitations, and Direct Negotiations Regarding Board-Owned Property and Resources	
Policy 7315 – Disposal of Surplus Land and Other Real Property	
Policy 7511 – Leasing of School Board-Owned Property	
Policy 9170 – Campaigning on School Grounds	
Policy 8020 – Use of Broward County School Facilities for Non-School Purposes	For Rescission
Policy 8040 – Leases of Real Property and Facilities; Event Contracts	

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.

Agreement Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	**Piggyback Agreement** (Yes/No): **Acquisition Method**:

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement: There is no financial impact to the District for the rulemaking of this item.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
N/A	**N/A**	**N/A**

Budget Authority Request(s) *This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.*				
Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A				
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	
N/A				

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Adoption and rescission of the proposed policies will have a districtwide impact by providing schools with updated, consistent, and legally compliant guidance to support daily operations, decision-making, and implementation of Board expectations. Clear and current policies assist school leaders and staff in understanding their responsibilities, applying requirements consistently, and supporting students, families, and school communities in alignment with District standards.
School Selection /Prioritization	
Community/ Stakeholder Engagement	The District complied with the provisions for public participation during the Rule Development and Rulemaking process for the policy proposals presented. This included legally noticing the policy proposals in accordance with applicable requirements, placing the items on the appropriate public meeting agendas, and providing the proposed policy language through the agenda delivery process for public review.

	Stakeholder feedback was received and captured through multiple methods, including phone calls to School Board offices, in-person and virtual meetings with members of the School Board, emails sent to individual Board Members and to the School Board group inbox, written public comments submitted regarding the policy proposals, and public comment provided in person during the Rule Development session. This process ensured that the Board had access to stakeholder input before final consideration of the policy proposals during Rulemaking.
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:
Policies for Rescission
Policies for Adoption

POLICY NO. 0111

NAME

The School Board of this District shall be known officially as The School Board of Broward County, Florida.

© Neola 2009

F.S. 1001.40

DRAFT

POLICY NO. 0112

GEOGRAPHICAL DISTRICT

The School District is comprised of all areas designated by the State as Broward County.

© Neola 2009

DRAFT

POLICY NO. 0113

ADDRESS

The official address of the School Board is 600 SE 3rd Ave., Fort Lauderdale, FL 33301.

© Neola 2009

DRAFT

POLICY NO. 0114

SEAL

The School Board shall adopt an official seal for the District. Board members shall abide by the Board ~~Protocol Manual~~Standard Operating Procedure Manual when using the official seal for the District. Staff may use the seal as designated by the process established by the Superintendent.

© Neola 2002

Office of the General Counsel 2026

DRAFT

POLICY NO. 1232

POLITICAL ACTIVITIES

Pursuant to State law, staff members who are employed by the School Board shall not participate in any political campaign for an elective office while on duty.

Pursuant to State law, staff members may not expend public funds (that is, any funds under the jurisdiction or control of the District) for a political advertisement or any other communication sent to electors concerning an issue, referendum, or amendment, including State questions that are subject to a vote of the electors.

PURSUANT TO F.S. 106.011:

A. 'Political advertisement' means a paid expression in a 'communications medium,' whether radio, television, newspaper, magazine, periodical, campaign literature, public comment during Board meetings, direct or electronic mail, or display or by means other than the spoken word in direct conversation, which expressly advocates the election or defeat of a candidate or the approval or rejection of an issue. However, political advertisement does not include:

   1. a statement by an organization, in existence before the time during which a candidate qualifies or an issue is placed on the ballot for that election, in support of or opposition to a candidate or issue, in that organization's newsletter, which newsletter is distributed only to the members of that organization;

   2. editorial endorsements by a newspaper, a radio or television station, or any other recognized news medium.

B. 'Communications medium' means broadcasting stations, newspapers, magazines, outdoor advertising facilities, printers, direct or electronic mail, advertising agencies, the Internet, and telephone companies; but with respect to telephones, an expenditure is deemed to be an expenditure for the use of communications media only if made for the costs of telephones, paid telephonists, or automatic telephone equipment to be used by a candidate or a political committee to communicate with potential voters but excluding the costs of telephones incurred by a volunteer for use of telephones by such volunteer; however, with respect to the Internet, an expenditure is deemed an

DRAFT

expenditure for use of communications media only if made for the cost of creating or disseminating a message on a computer information system accessible by more than one person but excluding internal communications of a campaign or of any group.

Therefore, staff members who engage in political activities or hold public office shall not use time, facilities, equipment, or personnel of the school system to engage in such activities. Specifically, the use of copy reproduction equipment or other machinery or supplies, the use of secretarial help, school system technology, or any other school facilities or personnel is strictly prohibited. Telephone use for such political activities during duty hours shall be confined to an emergency only, and then only in such manner as shall not conflict with the staff member's school-related duties. Additionally, staff members who engage in political activities or hold public office are expected to discourage constituents or other persons with whom they are associated with in their political capacities, from making telephone calls to them during duty hours.

Video or programming produced by the School Board of Broward County, including any individual department or school, shall not be used for political campaign advocacy. Any editing, embedding, or distribution of such videos without the permission of the Superintendent is strictly prohibited. Direct linking to complete video files is not permissible for use in political campaigns. Board Members may use videos or photos of themselves engaged in their normal activities as School Board members.

Staff who declare themselves candidates for an elective office shall notify the Superintendent immediately upon qualifying for election. They shall submit to the Superintendent a written explanation of how they will conduct their campaign so that it will be in accord with the requirements of State law and this policy.

All candidates for public office may be granted personal leave without pay. The staff member's request for leave shall be submitted according to the established procedure.

Such candidates shall adhere strictly to Florida statutes governing political activity on the part of public official and public employees.

A staff member who is a successful candidate for an office requiring a part-time responsibility shall report immediately to the Superintendent after the election and thereafter, when deemed necessary by the Superintendent, to evaluate the compatibility of the dual responsibility and the need for personal leave without pay.

© Neola 2022

F.S. 104.31
F.S. 106.113
F.S. 110.233
F.A.C. 60L-36.002

DRAFT

POLICY NO. 6327

PUBLIC-PRIVATE PARTNERSHIPS, UNSOLICITED PROPOSALS, COMPETITIVE SOLICITATIONS, AND DIRECT NEGOTIATIONS REGARDING BOARD-OWNED PROPERTY AND RESOURCES

The School Board recognizes that there is a public need for timely and cost-effective construction or upgrades of educational and other facilities that may not be wholly satisfied by existing procurement methods such as competitive bidding, design-build, and selection of construction or program management companies. In accordance with State law, this policy provides that in addition to its existing procurement methods, the Board may solicit proposals or receive unsolicited proposals for qualifying public-private project(s) and may thereafter enter into a comprehensive agreement or an interim agreement with a private entity, or a consortium of private entities, for the building, upgrading, operating, ownership, or financing of facilities. In addition, the Board may enter into a comprehensive agreement, interim agreement, or other contracting arrangements that include multiple government and private entities.

DRAFT

I. DEFINITIONS

A. **Comprehensive Agreement** - the contract between the Board and the private entity that defines the terms and services to be provided with respect to a qualifying project; must include the requirements of F.S. 255.065 and those outlined in this policy.

B. **Develop** - to plan, design, finance, lease, acquire, install, construct, and/or expand a qualifying project.

C. **Fees** - charges imposed by the private entity of a qualifying project, other than a lease payment, for use of all or a portion of the qualifying project pursuant to a comprehensive agreement; this term does not refer to the unsolicited proposal application fee described in this policy.

D. **Interim Agreement** - an agreement, before or in connection with the negotiation of a Comprehensive Agreement, between the Board and a contracting entity, whereby the contracting entity may be authorized by the Board to conduct due diligence or further studies or investigations related to the Proposed Project which may include, but not be limited to, project planning and development, design, engineering, environmental analysis and mitigation, surveying, financial and revenue analysis, ascertaining the

availability of financing, or any other aspect of the Proposed Project. The rights of the contracting entity and the Board will be governed by the Interim Agreement, which must be in writing. No purported Interim Agreement or terms relating thereto shall be effective, binding, or valid until approved by the Board and signed in writing.

E. **Lease Payment** - any form of payment, including a land lease, by a public entity to the private entity of a qualifying project for the use of the project.

F. **Material Default** - nonperformance of its duties by the private entity of a qualifying project which jeopardizes adequate service to the public from the project.

G. **Operate** - to finance, maintain, improve, equip, modify, or repair a qualifying project.

H. **Private Entity** - any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other private business entity. A private entity includes a "Proposer" that submits an unsolicited proposal or a "Respondent" that submits a proposal in response to a solicitation. "Private entity" also means each individual entity participating in or comprising a Proposer's or Respondent's team.

I. **Proposal** - a plan for a qualifying project with detail beyond a conceptual level for which terms such as fixed costs, payment schedules, financing, deliverables, and project schedule are defined.

J. **Proposer** - a Private Entity that submits or is considering submitting an unsolicited proposal. "Proposer" is the Private Entity with whom the Board may consider contracting for a Proposed Project. If the Private Entity has not yet been formed, then the "Proposer" shall mean all entities collectively who are known and intend at that time to participate on the Proposer's team.

K. **Proposed Project** - a facility or project that is intended to fulfill a purpose that supports the core mission of the District, as stated in its policies and Board action.

L. **Qualifying Project** - a facility or project that serves a public education purpose and/or the core mission of the District, including but not limited to, vehicle parking facility, fuel supply facility, recreational facility, sporting or cultural facility, medical or nursing care facility, educational facility or other building or facility that is used or will be used by a public educational institution in support of its core educational mission, or any other facility or infrastructure that could be used by the public at large and supports the Board's educational mission. Notwithstanding anything herein to the contrary, a Qualifying Project may also include, in addition to a public facility or project, residential or other private revenue-operating facilities and uses,

DRAFT

as appropriate to achieve a purpose that supports the core mission of the District, and that is on a cost model and timeline acceptable to the Board.

M. **Respondent** - a private entity that submits a proposal in response to a Solicitation.

N. **Revenues** - all income, earnings, user fees, lease payments, or other service payments relating to the qualifying project, including, but not limited to, grant funds.

O. **Solicitation** - a written request for bids or proposals issued by the Board soliciting responses for a Public Private Partnership (P3") project, including, but not limited to, business plans, expressions of interest, ideas, offers, proposals, qualifications, or any combination thereof.

II. DESIGNATION OF QUALIFYING PROJECTS

The Board may designate qualifying projects as recommended by the Superintendent.

The Board may approve the development or operation of an educational facility or other government facility needed by the Board as a qualifying project, or the design or equipping of a qualifying project that is developed or operated, if it finds that all of the following criteria are met:

A. There is a public need for or benefit derived from a project of the type that the private entity proposes as the qualifying project and that the proposed qualifying project supports the mission of the District.

B. The estimated cost of the qualifying project is reasonable and beneficial as determined by the Board in relation to similar facilities.

C. The private entity's plans will result in the timely acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the qualifying project.

III. COMPETITIVE SOLICITATION OF PUBLIC-PRIVATE PARTNERSHIP FOR QUALIFYING PROJECTS

A. The Superintendent may competitively solicit and recommend public-private partnerships and agreements with private entities to the Board for qualifying projects in accordance with law and this policy.

B. If the solicited qualifying project includes design work, the Board's solicitation must include a design criteria package prepared by an architect, a landscape architect, or an engineer licensed in Florida which is sufficient to allow private entities to prepare a bid or a response. The design criteria package must specify reasonably specific criteria for the qualifying project

DRAFT

such as the legal description of the site, with survey information, interior space requirements, material quality standards, schematic layouts and conceptual design criteria for the qualifying project, cost or budget estimates, design and construction schedules, and site development and utility requirements. The licensed design professional who prepares the design criteria package shall be retained to serve the Board through completion of the design and construction of the project. The licensed design professional shall be selected through the Board's existing selection process and procedures. The costs incurred for retaining the licensed design professional may be reimbursed to the Board as part of the comprehensive agreement if the proposer is selected by the Board for award. Notice shall be included in the solicitation documents that such reimbursement may be required under the comprehensive agreement if awarded.

C. The Board may also include a reasonable application fee in the comprehensive agreement with the proposer that covers the costs of processing, reviewing, and evaluating the proposal, including, but not limited to, reasonable attorney fees and fees for financial and technical advisors or consultants and for other necessary advisors and consultants. The fee shall be determined by the Superintendent. Notice shall be included in the solicitation documents that such fees may be charged.

IV. UNSOLICITED PROPOSALS OF PUBLIC-PRIVATE PARTNERSHIP FOR QUALIFYING PROJECTS

A. Any private entity may submit an unsolicited proposal to the Board for any qualified project in accordance with F.S. 255.065, to contract for the design, construction, operation, ownership, acquisition, or leasing of a qualifying project. The unsolicited proposal and application fee shall ~~should~~ be submitted in accordance with this policy to the following:

To:

Procurement Director
Business Services Department
Broward County Public Schools
600 SE 3rd Avenue
Fort Lauderdale, FL 33301

Copy to:

Superintendent of Schools
Office of Superintendent of Schools
Broward County Public Schools
600 SE 3rd Avenue
Fort Lauderdale, FL 33301

DRAFT

Office of General Counsel
Broward County Public Schools
600 SE 3rd Avenue
Fort Lauderdale, FL 33301

B. **Application Fees**

1. The Board shall charge a fee to the private entity to cover the costs of processing, reviewing, and evaluating any unsolicited proposal, including a fee to cover the costs of attorneys, engineers, consultants, and financial advisors. The fee charged for reviewing the proposal shall be based on the level of expertise deemed necessary by the Superintendent but will not be greater than the direct costs associated with evaluating the proposal. Direct costs may include, but are not limited to (a) the cost of staff time required to process, evaluate, review, and respond to the proposal, and (b) the costs of attorneys, engineers, financial advisors and other consultants. If the project proceeds beyond the initial review and is published for competition, additional fees for review and evaluation may be charged.

2. A private entity that submits an unsolicited proposal must concurrently submit the initial application fee of $25,000. If the application fee is more than the direct costs for the evaluation, the difference will be refunded to the applicant. However, additional fees may be charged based on the nature and complexity of the proposal and review required. If the initial fee does not cover the direct costs to evaluate the proposal, the Superintendent must request in writing the additional amounts required. The private entity must pay the additional amounts within thirty (30) days after receipt of the notice. If the entity fails to pay, the evaluation will not proceed. All fees must be paid prior to further evaluation. Payment must be made by electronic fund transfer wire, cashier's check, or other non-cancelable instrument. Personal checks will not be accepted.

3. The Superintendent shall notify the Board upon receipt of an unsolicited proposal, at which time the cone of silence governed by policy shall be imposed. The cone of silence shall remain in place until:

    a. an agenda item is published for a Board meeting in which the unsolicited proposal will be recommended by the Superintendent for rejection or to proceed to as a qualifying project under this policy; or

DRAFT

b. the proposer is notified by the Superintendent that the unsolicited proposal application is insufficient because it does not substantially comply with all requirements of Section IV of this policy.

4. If the proposal is not evaluated, the Superintendent must return the entire application fee to the private entity.

C. **Initial Application Process**

1. Unsolicited proposals and the required application fee shall be submitted to the Procurement Director as indicated above. The date and time of receipt will be stamped on the proposal.

2. An unsolicited proposal must be accompanied by the following material and information, if applicable (The Superintendent may waive any of these criteria as appropriate for each proposed qualifying project):

a. A detailed description of the proposed qualifying project.

b. A conceptual site plan, floor plans, and elevations.

c. A description of the provision of services under the proposed qualifying project.

d. A schedule for the initiation and completion of the proposed qualifying project with sufficient detail as to projected milestones.

e. A description of the method by which the proposer will secure any necessary property interests that are required for the proposed qualifying project.

f. A list of all public utilities, railroad lines, navigable waters, and flight paths, if any, that will be crossed or affected by the proposed project and a statement of the plan to accommodate such crossings or effects.

g. A description of the proposer's general plans for financing the proposed qualifying project, including the sources of the private entity's funds and the identity of any dedicated revenue source or proposed debt or equity investment on behalf of the private entity and the Board.

h. Performance guarantees and any other proposed bonding to be provided by the proposer.

DRAFT

i. A listing of all proposed obligations or involvement of any other governmental entities, including, but not limited to, contributions to the project's financing, staffing, and permitting.

j. The name and address of a person who may be contacted for additional information concerning the proposal.

k. A description of the private entity including the names of owners, directors and officers of the proposer and such information necessary to evaluate the qualifications of the critical personnel to be engaged in the project. Within this description of private entities, identify all private entities, and each entity's principals, who will be directly involved in the proposed qualifying project. Include the scope of each entity's engagement, relevant experience, address, email address and telephone number.

l. A listing of all engineering or construction firms proposed to be included on the project and their qualifications and a description of their role in the project.

m. Information, description, and supporting documentation of the benefit of the proposal to the public and the Board and a description of how the proposed qualifying project supports the education mission of the Board.

n. Identification of all known community stakeholders and anticipated benefits and a description of how the Proposer will manage outreach and community input and communication with all stakeholders.

o. The proposed user fees, lease payments, or other service payments over the term of a comprehensive agreement, and the methodology for and circumstances that would allow changes to the user fees, lease payments, and other service payments over time.

p. Any pricing or financial terms included in an unsolicited proposal must be specific as to when the pricing or terms expire.

q. A description of how the project will benefit small and minority businesses, that will participate in the project and the proposed scope of work of each, and a written statement that the proposer and project will comply with all of the Board's policies.

DRAFT

3. The unsolicited proposal shall include sufficient detail and information to evaluate the proposal and meet the above criteria in Section IV.C. The designated procurement official may ask for additional details or information needed to substantially meet the criteria and properly evaluate the proposal. If the proposal is deemed by the Superintendent to be incomplete, lacking in sufficient detail, does not meet the best interest or the District's needs, or fails to substantially meet the criteria required by this policy, it may be rejected at the sole discretion of the Superintendent. The Superintendent shall inform the proposer in writing of the reason(s) why the proposal will not be accepted, including the missing information or details, and return the application fee to the proposer.

4. The proposal shall be evaluated if the Superintendent determines that the proposal substantially meets all requirements of Section IV of this policy, including proper submission of the application fee and all criteria, and the Superintendent determines that the best interest and needs of the District will be served by the qualified project. If the unsolicited proposal involves architecture, engineering, or landscape architecture, and/or other professional services, the Superintendent must ensure a professional review and evaluation of the design and construction proposed by the initial or any other subsequent proposers to ensure material quality standards, interior space utilization, budget estimates, design and construction schedules, and sustainable design and construction standards consistent with statutes and rules governing public education facilities, to include but not limited to SREF. Such review shall be performed by an architect, a landscape architect, or an engineer licensed in this State qualified to perform the review and shall be selected through the Board's existing selection process and procedures. Following the initial review and evaluation of the unsolicited proposal, such professional(s) shall remain available, if needed, to advise the Board through the completion of the design and construction of the project.

5. Where such unsolicited proposal involves any interest in Board-owned property or assets, the Superintendent shall obtain, as applicable, a reliable estimate of the value of such property or assets in a manner consistent with the appraisal and/or valuation procedures outlined in Policy Disposal of Surplus Land and Other Real Property, for a transfer, trade, public or private sale, and any other procedure associated with obtaining a fair and independent value of the property.

DRAFT

V. BOARD AUTHORIZATION TO PUBLISH OR REJECT THE UNSOLICITED PROPOSAL

A. In addition to the criteria set forth in Section IV above, the Superintendent must determine that the proposed qualified project received in an unsolicited proposal:

1. is in the public's best interest;

2. supports the mission of the Board;

3. is for a facility that is owned by the Board or is for a facility for which ownership will be conveyed to the Board;

4. has adequate safeguards in place to ensure that additional costs or service disruptions are not imposed on the public in the event of a material default or cancellation of the comprehensive agreement by the Board;

5. has adequate safeguards in place to ensure that the Board or private entity has the opportunity to add capacity to the proposed project or other facilities serving similar predominantly public purposes;

6. will be owned by the Board upon completion, expiration, or termination of the comprehensive agreement and upon payment of the amounts financed, if any.

B. Upon completion of the review and evaluation of the unsolicited proposal, the Superintendent shall proceed with a recommendation to the Board to either reject the proposal or proceed to publication of the unsolicited proposal as a qualifying project in order to evaluate other proposals for the same project The Superintendent shall notify the proposer in writing as to the recommendation being made for the Board to accept or reject the unsolicited proposal and publish a Board item agenda regarding any such recommendation(s).

C. Following Board approval to publish the qualifying project, the Superintendent must publish in accordance with the publication requirements of a competitive solicitation under its procurement policies, and the notice shall also be published in the Florida Administrative Register and a newspaper of general circulation in Broward County at least once a week for two (2) weeks stating the Board has received an unsolicited proposal and will accept other proposals for the same project.

D. At the time of publication of the qualified project, the cone of silence governed by Policy shall be reinstated and the Procurement Director shall notify the Board and Superintendent. The timeframe within which other

DRAFT

proposals will be accepted shall be determined on a project-by-project basis based on the complexity of the qualifying project and the public benefit to be gained by allowing a longer or shorter period of time within which other proposals may be received. However, the timeframe for allowing other proposals must be at least twenty-one (21) days, but no more than one hundred twenty (120) days after the initial date of publication of the solicitation. If approved by a majority of the Board, the Board may alter the timeframe for accepting proposals to more adequately suit the needs of the qualifying project. A copy of the notice of solicitation must be mailed to each local government in the affected area.

E. The notice shall identify the procedures that will be used for submitting and evaluating the proposals which shall be the same as those for submission of unsolicited proposals, including the application fee.

F. If the solicited qualifying project includes design work, the solicitation must include a design criteria package prepared by an architect, a landscape architect, or an engineer licensed in this state which is sufficient to allow private entities to prepare a bid or a response. The design criteria package must specify reasonably specific criteria for the qualifying project such as the legal description of the site, with survey information; interior space requirements; material quality standards; schematic layouts and conceptual design criteria for the qualifying project; cost or budget estimates; design and construction schedules; and site development and utility requirements. The licensed design professional who prepares the design criteria package shall be retained to serve the responsible public entity through the completion of the design and construction of the project. The same professional may have completed the initial review of the unsolicited proposal.

VI. PUBLIC PRIVATE BOARD SOLICITATION

The Superintendent may determine that a private public partnership is in the best interest of the District without receiving an unsolicited proposal. The District may move forward with a solicitation for a proposed private public partnership for a qualifying project. The solicitation notice shall identify the procedures that will be used for submitting and evaluating the proposals which shall be the same as those for submission of unsolicited proposals, including the application fee. If the solicited qualifying project includes design work, the solicitation must include a design criteria package as noted in section V. (F). The timeframe that proposals will be accepted shall be determined on a project-by-project basis based upon the complexity of the qualifying project and the public benefit to be gained by allowing a longer or shorter period of time within which other proposals may be received. However, the timeframe for allowing other proposals must be at least twenty-one (21) days, but no more than one hundred twenty (120) days after the initial date of publication of the solicitation. If approved by a majority of the Board, the Board may alter the timeframe for accepting proposals to more adequately suit the needs

DRAFT

of the qualifying project. A copy of the notice of solicitation must be mailed to each local government in the affected area.

VII. EVALUATION AND BOARD APPROVAL OF A PROPOSAL FOLLOWING RESPONSE PERIOD

A. After the response period for a solicited proposal, or the public notification period for an unsolicited proposal has expired, all proposals received shall be evaluated according to the published criteria and ranked in order of preference. The ranking shall be conducted by a selection committee appointed by the Superintendent on a project-by-project basis and in compliance with existing procurement policies. Factors that must be considered in ranking the proposals include, but are not limited to, professional qualifications of the proposer(s), general business terms, innovative design techniques, or cost-reduction and other costs related terms, and finance plans. The Superintendent may then begin negotiations for a comprehensive agreement with the highest-ranked firm. If the negotiation results are not satisfactory, the Superintendent may terminate negotiations with the proposer and negotiate with the second-ranked or subsequent-ranked firms, in the order consistent with this procedure. No proposer is guaranteed the award of a contract as a result of being favorably ranked for this project and the issuance of a solicitation shall create no rights for the proposer including rights as a bidder, under contract, or intellectual property. If only one proposal is received, the Superintendent may negotiate in good faith, but if the negotiation is unsatisfactory, negotiations may be terminated. Notwithstanding this process, any and all proposals may be rejected by the Board in accordance with this policy at any point in the process. A contract will not be finalized or enforceable until it is approved by the Board and fully executed by all parties and a total project cost has been approved by the Board.

B. The bid protest process shall apply only to any final Board decision to move forward and award to a proposer or to reject all bids, unless such protest is waived.

C. The Superintendent shall perform an independent analysis of the proposed public-private partnership, which demonstrates the cost-effectiveness and overall public benefit, before the comprehensive agreement is recommended to the Board for finalization and execution. Said analysis shall be included as part of the agenda item for the Board's review.

VIII. INTERIM AND COMPREHENSIVE AGREEMENT

The terms of any Interim or Comprehensive Agreement to be negotiated shall include, but not be limited to, the scope, design, amenities, total cost, and duration of the proposed project. The terms will include the Board's review, approval, and control of project design and performance standards for construction, operations,

DRAFT

and maintenance, for which compensation to the Respondent/Proposer may be adjusted should the performance standards not be met. Terms will also include the Board's right to inspect construction, operations, financing (if applicable), and maintenance, as well as the records relating to the cost of such operations; project insurance; labor wage and local workforce requirements; auditing rights, termination clauses, events of default and the parties' rights and responsibilities in the event of same; fees, lease payments or service payments to be paid under the agreement; the School Board maintains ownership and operation of the property during the use restriction period; the owner shall not convey, sublease, or transfer the property approved for this disposition without the consent of the Board, the restrictions in favor of the Board shall run with the land; and any other terms the Board deems appropriate for the proposed project.

Any Interim or Comprehensive Agreement shall define the rights and obligations of the Board and the contracting entity with regard to the proposed project. Prior to entering into a Comprehensive Agreement, an Interim Agreement may be entered into that permits a Respondent/Proposer or other private entity to perform activities, which may be compensable, related to the proposed project, usually in the nature of continued due diligence activities to inform the Board about the proposed project's feasibility. The Interim Agreement is a discretionary step, not necessary in all cases, but is available should the Board determine more investigation or due diligence is necessary about the proposed project before entering into a Comprehensive Agreement. The Board shall not be bound to enter into a Comprehensive Agreement merely because it entered into an Interim Agreement. However, prior to developing or operating the Proposed Project, the Respondent/Proposer shall enter into a Comprehensive Agreement with the Board.

A. Before developing or operating the qualifying project, the private entity must enter into a comprehensive agreement with the Board.

B. The Comprehensive Agreement shall include the requirements required by F.S. 255.065(7), including but not limited to:

    1. delivery of performance and guarantee bonds in compliance with F.S. 255.05;

    2. Board approvals of the project design, inspection and monitoring by the Board during the course of the project;

    3. maintenance of public liability insurance by the private entity, periodic filing of financial statements by the private entity;

    4. procedures governing the rights and responsibilities of the parties during the course of the project and in the event of material default by the private entity;

DRAFT

5. provisions for the transfer or purchase of the property or other interest of the private entity by the Board;

6. payment schedules, financing arrangements, and auditing rights;

7. provisions evidencing the private entity's compliance with all of the Board's policies; and

8. any other provisions deemed necessary for the qualifying project.

C. In accordance with F.S. 255.065(7(b), the agreement may also include provisions that:

1. allow the Board to make grants or loans to the private entity;

2. relate to notice of fault, cure rights, and unavoidable delays;

3. terminate the authority and duties of the private entity and dedicate the qualifying project to the Board;

4. address reimbursement and/or payment for costs incurred by the Board in reviewing and processing the initial proposal.

IX. MATERIAL TERMS AND MODIFICATIONS

Any changes to the terms of an Interim or Comprehensive Agreement, as may be agreed upon in writing by the parties from time to time, and in order to be enforceable, shall be added to the Interim or Comprehensive Agreement only by written amendment as approved by the Board or through its Board policies. Verbal changes shall not be enforceable against the Board. No act or omission or verbal representation shall be enforceable against the Board.

X. QUALIFYING PROJECT FINANCING

A. The private entity may secure its own private-source financing which must be paid in full upon transfer of the facility to the Board in accordance with the comprehensive agreement. Upon transfer to the Board, title to the facility shall be free and clear of all encumbrances and liens of any kind whatsoever.

B. As provided in and in accordance with State law, the Board may use innovative finance techniques including Federal loans as provided in Titles 23 and 49, C.F.R., commercial bank loans, other public and/or private sources, from its own capital or operating budget, or any other legally permissible funding source including proceeds of debt issuance.

C. Financing arrangements, however, shall not require the Board to indemnify the financing source, subject the facility to liens in violation of F.S. 11.066(5),

DRAFT

or secure financing by a mortgage on, or security interest in, the real or tangible property of the Board in a manner that could result in the loss of the fee ownership of the property or facility by the Board, or otherwise result in the foreclosure of the Board's interest in such property.

D. The full faith and credit of the Board may not be pledged to secure the financing of the private entity.

XI. DEFAULT, OPERATION, EXPIRATION, AND TERMINATION

A. Upon expiration or termination of a Comprehensive Agreement, the Board may use revenues from the qualifying project to pay current operation and maintenance costs of the qualifying project or for any other purpose deemed appropriate by the Board and allowed by law.

B. If the private entity materially defaults under the Comprehensive Agreement, the compensation that is otherwise due to the private entity is payable to satisfy all financial obligations to investors and lenders in the same way provided in the Comprehensive Agreement. Revenues in excess of the costs for operation and maintenance costs may be paid to the investors and lenders to satisfy payment obligations under those agreements.

C. The Board may terminate a comprehensive agreement with cause and exercise any other rights or remedies that may be available to it in accordance with the provisions of the comprehensive agreement.

D. The assumption of the development or operation of the qualifying project does not obligate the Board to pay any obligation of the private entity from sources other than revenues from the qualifying project unless stated otherwise in the Comprehensive Agreement.

XII. GOVERNMENTAL ENTITIES AND OTHER DIRECT NEGOTIATIONS

Aside from entering into a Comprehensive Agreement or Interim Agreement with a private entity or entities, the Board may enter into other contracting arrangements that include multiple government and private entities. When such contracting arrangements are contemplated, efforts must be undertaken to ensure that arrangements and transactions involving Board-owned assets, real estate, and resources are properly evaluated and assessed prior to engaging into agreements that bind the Board beyond a period of one (1) year.

In addition, the Superintendent must take steps to ensure that the transactions are transparent, as appropriate, and scrutinized and subject to audit, and that Board-owned property is used for its intended purpose.

As such, the Board should be notified and appropriately briefed on any and all major transactions being contemplated by the Superintendent and/or District staff.

DRAFT

This can be one (1) Board item or several items, but all must be stated prior to the final approval of the project. Any Board agenda item(s) related to such transactions shall include and/or ensure the following:

A. Description of how the proposed project supports the education mission of the Board;

B. Description of the parties involved in the transaction, including those who are parties to any agreement wherein the Board incurs liability;

   In identifying a party, the item should include the formal corporate name and fictitious names, if applicable. All related parties of interest must also be identified.

C. Detailed description of ownership interests, including parties' interests, the size, shape, location, lot size (square footage), building size;

D. Detailed description of the financial benefits to be obtained by all parties during the term of the agreements, including the benefits that accrue to the Board;

E. All restrictions and encumbrances, covenants, use restrictions, and any other interests that bind and inure to the benefit of parties, their successors and assigns, and any other party that acquires any right, title, or interest in the project;

F. Development fees, lease payments, cash participation, net proceeds, payment provisions;

G. For projects involving leasehold interest, a full financial analysis with respect to the anticipated revenues and fiscal impact of the development over the life of a lease and the percentage, if any, and whether there are any archeological or historical designations or any biological, zoning or environmental problems (e.g., incinerators, active or inactive dump sites, toxic soil, underground storage tanks) on the property that could adversely impact the timely use of the property for the intended purpose;

H. Condition of title to the site or any known title defects;

I. Compatibility or incompatibility of present and projected uses of adjacent properties with the intended use;

J. Parties responsible for monitoring and enforcing any agreements or use restrictions concerning the project;

K. Estimated timeline for completion of the project;

DRAFT

L. Where such project involves any interest in Board-owned property or assets, the Superintendent shall obtain, as applicable, a reliable estimate of the value of such property or assets in a manner consistent with the appraisal and/or valuation procedures outlined in Policy 7315, Disposal of Surplus Land and Other Real Property, for a transfer, trade, public or private sale, and any other procedure associated with obtaining a fair and independent value of the property;

M. All agreements associated with a Board item must be provided to the Board at the time of the publication of the agenda for a Board meeting;

N. Use agreements and restrictions that must be recorded in a first priority position against the properties, prior to any financing documents or other encumbrances;

O. The Board maintains ownership and operation of the property during the use restriction period;

P. The owner shall not convey, sublease, or transfer the property approved for this disposition without the consent of the Board, and the restrictions in favor of the Board shall run with the land.

Q. Board Agenda Items resulting from such negotiations shall include and disclose those elements that are required for a Comprehensive Agreement as set forth in this policy.

The Board shall be notified in a manner deemed appropriate if negotiations with the governmental entities and private entities have been determined viable by the Superintendent. The Superintendent shall also provide quarterly updates to the Board. This can be one Board item or several items, but all must be stated prior to the final approval of the project.

DRAFT

XIII. SOVEREIGN IMMUNITY

Neither the sovereign immunity of the Board nor any Board officer or employee is waived as a result of participation in, or approval of, any part of a qualifying project or its operation, including, but not limited to, interconnection of the qualifying project with any other infrastructure or project.

XIV. CONFIDENTIAL MATERIALS

The Board shall not be liable for any costs incurred by private entities in preparing, submitting, or presenting unsolicited proposals or competing proposals.

Respondent/Proposer may assert that any trade secrets, financial records, and proprietary or other confidential information in its unsolicited proposal are confidential information that it claims to be exempt from disclosure under applicable Florida public records laws. Such information may be included in the

unsolicited proposal, but submitted in a separate, sealed binder, designed with the cover as CONFIDENTIAL MATERIALS. A Respondent/Proposer submitting materials claimed to be confidential shall include a cover letter listing all material designated as confidential and clearly mark each page of any material believed to a trade secret or other confidential information/document in all capital letters and bold font as CONFIDENTIAL MATERIALS. If any portion of the unsolicited proposal or responding proposals contains non-confidential and confidential information, the Respondent/Proposer shall provide a redacted copy of the document within three (3) days of the request by the District. Failure to properly list a confidential document or the failure to redact a confidential document that is only partially confidential shall result in a waiver of any claim that the document is confidential or that the unredacted document contains confidential information.

If any person requests that the Board produce or disclose any of said purported confidential documents, the Board will advise the Respondent/Proposer and afford the Respondent/Proposer an opportunity to protect its assertion that said confidential information is exempt from production. If Respondent/Proposer fails to timely authorize the production of the information or document and/or fails to timely seek a protective order, and/or is unsuccessful in obtaining a protective order, the Board will produce the requested information or document. The Board will not actively contest any request to disclose such alleged confidential information or documents, and the Board cannot guarantee that the alleged confidential document or information may not be disclosed should it ultimately be determined not to be confidential under applicable Florida public records laws. The Respondent/Proposer shall indemnify the Board for any damages and costs the Board may incur due to the Respondent/Proposer's claim that its document or information is confidential. The Board can only agree to advise the Respondent/Proposer of such request and give the Respondent/Proposer an opportunity, at the Respondent/Proposer's sole and exclusive cost, to defend the request for disclosure of the confidential information or document in a court of competent jurisdiction or other applicable forum.

Office of the General Counsel 2026

F.S. 255.065

DRAFT

POLICY NO. 7315

DISPOSAL OF SURPLUS LAND AND OTHER REAL PROPERTY

The School Board may dispose of land or other real property which has been declared by resolution of the Board to be unnecessary or unsuitable for educational purposes and which is recommended for disposal in the educational plant survey.

The Board may dispose of such property by one of the following methods:

A. TRANSFER TO ANOTHER GOVERNMENTAL AGENCY

If the Board, in conjunction with another governmental agency, determines that the property can be effectively used by that agency, the property may be transferred to the agency for whatever consideration the Board deems to be in the best interest of the public.

B. TRADE

The Board may trade to a public or private entity or person land or other real property that has been determined to be of equal or greater dollar value by two (2) appraisers, one (1) selected by each of the parties to the proposed trade. A third appraiser shall mediate if the other appraisers do not agree on the value of the land or other real property to be traded. The Board may trade land or other real property not of equal value if the Board deems the trade to be in the best interest of the public. There shall be no limit on the value of land or other real property which may be traded by the Board provided that the land or other real property to be received by the Board has been determined to be of equal or greater dollar value, or the Board has determined the trade of land or other real property not of equal value to be in the best interest of the public.

C. PUBLIC OR PRIVATE SALE

1. When the property, in the opinion of the Board, has an estimated value of $100,000 or less, the Board may dispose of the property by either public or private sale for whatever consideration the Board deems to be in the best interest of the public.

2. When the property, in the opinion of the Board, has an estimated value in excess of $100,000, the Board shall dispose of the property in the following manner:

DRAFT

a. The Board shall authorize the Superintendent to have the property appraised in compliance with F.S. 253.025 (6) (b), as it may be amended from time to time.

    1. For property with an estimated value from $100,000 to $500,000, an appraisal from at least one (1) qualified real estate appraiser shall be obtained.

    2. For property with an estimated value exceeding $500,000, appraisals from at least two (2) qualified real estate appraisers shall be obtained.

b. Upon receipt of the appraisal, the Board may:

    1. establish the fair market value of the property at the median of the independent appraisals or a higher amount, as determined by the Board, and proceed with the sale;

    2. decide not to dispose of the property;

    3. direct that the property be reappraised.

c. After the Board establishes the fair market value for the property, based on the appraisals (or reappraisals) and determines to proceed with the sale of the property, such sale shall be by sealed bids received and opened after advertising in a newspaper having general circulation in the county, and in other additional newspapers which the Board may direct, and otherwise in compliance with District procurement criteria.

d. Bid advertisements shall indicate that only bids meeting or exceeding the fair market value (the amount will be stated) will be considered.

e. The highest responsive and responsible bid amount meeting or exceeding the advertised fair market value, shall be presented to the Board for acceptance or rejection.

f. If no bids are received which are equal to or exceed the advertised fair market value, the Board shall reject all bids and may negotiate with prospective buyers, or may dispose of the property through public auction, providing the purchase price meets or exceeds the previously established fair market value.

g. If after six (6) months the Board fails to dispose of the property, it may, at its option, authorize the Superintendent to reappraise

DRAFT

and readvertise the property for public sale in accordance with the above procedure, if it determines to proceed for disposal of the property.

After the Board has disposed of any land or other real property, pursuant hereto, the funds received from the sale of the property shall be placed in the appropriate part of the Board's budget and expended for capital outlay requirements of the Board.

Prior to transferring land to another government agency, trading land to a public or private entity or person, or initiating a public or private sale, the Board shall first ascertain the existence of any deed restrictions or reversionary rights of any parties, whether the land was acquired through eminent domain, and any interest or requirement of the United States government, state law, other agencies, or individuals, shall be addressed prior to initiating the disposal of the real property.

Upon disposal of any land or real property, the Superintendent shall notify the Department of Education in writing.

Office of the General Counsel 2026

F.S. 1001.41
F.S. 1013.28(1)
F.A.C. 6A-2.0111
State Requirements for Educational Facilities, 1994, Section 1.4

DRAFT

POLICY NO. 7511

LEASING OF SCHOOL BOARD-OWNED PROPERTY

The School Board may lease any land, facilities, or educational plants owned by it to any person or entity for such term, for such rent, and upon such terms and conditions as the Board determines to be in its best interests; any such lease may provide for the optional or binding purchase of the land, facilities, or educational plants by the lessee upon such terms and conditions as the board determines are in its best interests.

Use of such school facilities and property shall be through a lease agreement with the Board. The terms and conditions of the lease agreement shall comply with terms and conditions acceptable to the Board. Where applicable, the lease agreement shall assure that all maintenance, utility, and other operating expenses are the responsibility of the entity using the facility and/or property. Prior to entering into or executing any such lease, the Board shall consider approval of the lease or lease-purchase agreement at an action meeting, at which a copy of the proposed agreement in its final form shall be available for inspection and review by the public, after due notice as required by law.

School facilities and property which are currently unused or under-utilized for educational purposes may be made available for use by private, government agencies, or qualified nonprofit community organizations.

Upon written approval of the Operations Department, the tenant may make alterations to the facility at the tenant's expense, provided the plans for such alterations comply with School District design criteria and have been approved in writing by the Operations Department.

Office of the General Counsel 2026

Former Policy Number 8020 and 8040

F.S. 1013.15

DRAFT

POLICY NO. 9170

CAMPAIGNING ON SCHOOL GROUNDS

The following rules are established with respect to campaigning activities on School District grounds.

'Campaigning' means distributing campaign materials, wearing campaign items, making public comment during Board meetings, direct or electronic mail, or any other means that expressly advocates the election or defeat of a candidate or the approval or rejection of an issue.

Campaigning for a candidate for public office on the grounds of every School District facility is prohibited with the following exceptions:

A. The Superintendent or designee may approve the use of any School District facility to conduct a candidate forum during non-school and non-work hours in which all candidates for the same office are invited to attend and speak.

B. Campaigning is allowed on School District grounds on election days when the grounds are used as a polling place. Any campaigning on such days must be conducted a sufficient distance from the polling place to meet the requirements of State statute and must be conducted in a manner that does not, in the judgment of the school principal or Superintendent, disrupt the operation of the school.

C. Campaigning activities on school grounds by students for candidates for student office is not prohibited to the extent approved by the principal.

D. No restrictions are placed on the ability of individuals or employees to place signs or stickers on their personal vehicles endorsing candidates for public office while on the grounds of School District facilities. No such signs or stickers will be placed on District vehicles.

The meaning of “campaigning for a candidate for public office” as prohibited on School District grounds by this policy, includes the collection of signatures on a petition used to qualify as a candidate for public office.

Using any School District grounds, property or equipment to solicit support for the passage of legislation, ordinance, or referendum in the School District’s best interests is not prohibited if approved by the Superintendent or designee. Any such use shall be in accordance with F.S. 106.113. In the event School District grounds are used to conduct a rally or forum to advocate passage or rejection of specific legislation, ordinance or

DRAFT

referendum, public comment will be allowed pursuant to the procedures described below.

A. Public comment will be allowed at the end of the rally or forum. Speakers may address only the subject of the rally or forum.

B. Each speaker will have only one opportunity to make comment, for a maximum of three (3) minutes.

C. If there are more than twenty (20) speakers desiring to make public comment, the time allowed per speaker will be reduced to two (2) minutes. If there are more than thirty (30) speakers, the time allowed per speaker will be reduced to one (1) minute.

D. Speakers will not be allowed to yield their time to other speakers.

All School Board employees are prohibited from campaigning for a candidate for public office in any manner while on duty. This prohibition includes the wearing of buttons or other apparel endorsing candidates for public office while on duty.

Office of the General Counsel 2026
F.S. 62.63
F.S. 104.31
F.S. 106.113
F.S. 1001.41
F.S. 1001.42
F.S. 1001.43

DRAFT

POLICY 8020
USE OF BROWARD COUNTY SCHOOL FACILITIES FOR
NON-SCHOOL PURPOSES

THE RENTAL OR USE OF BROWARD COUNTY PUBLIC SCHOOL (BCPS) FACILITIES SHALL BE PERMITTED WHEN NOT IN VIOLATION OF PROVISIONS OF THIS POLICY OR OTHER APPLICABLE SCHOOL BOARD POLICIES, WHEN NOT IN CONFLICT WITH THE REGULAR OR EXTRACURRICULAR SCHOOL PROGRAM, AND THE DESIRED FACILITY IS DETERMINED AVAILABLE.

NO GAMBLING, ALCOHOLIC BEVERAGES, WEAPONS, ILLEGAL SUBSTANCES OR ILLEGAL ITEMS SHALL BE ALLOWED AT ANY PUBLIC SCHOOL FACILITY.

ANY GROUP OR ORGANIZATION PROVIDING INFORMATION, PRODUCTS AND SERVICES UPON PUBLIC SCHOOL FACILITIES MUST NOTIFY ALL ATTENDEES, IN WRITING, THAT THE INFORMATION, PRODUCTS AND SERVICES OFFERED ARE NOT ENDORSED, SPONSORED OR RECOMMENDED BY THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA (SBBC).

IF AT ANY TIME IT IS DETERMINED THAT INACCURATE OR MISLEADING INFORMATION IS PRESENTED BY A PARTY RENTING OR USING PUBLIC SCHOOL FACILITIES, THE SBBC RESERVES THE RIGHT TO IMMEDIATELY TERMINATE THE LEASE WITHOUT REFUND.

THE USE OF SBBC LICENSED FACILITIES SHALL AT ALL TIMES BE IN COMPLIANCE WITH THE APPLICABLE LAWS OF THE STATE OF FLORIDA AND SBBC POLICIES.

THE RENTAL USE OR ENJOYMENT OF PUBLIC SCHOOL FACILITIES OR SERVICES BY ANY GROUP OR ORGANIZATION WHICH DISCRIMINATES ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER IDENTITY, GENDER EXPRESSION, NATIONAL ORIGIN, MARITAL STATUS, RACE, RELIGION, SEX OR SEXUAL ORIENTATION WILL NOT BE PERMITTED, EXCEPT AS PROVIDED BY LAW OR COURT ORDER.

LEGAL AUTHORITY: Section 1001.41(1), F. S. HISTORY:
Adopted: 4/29/70 Readopted: 9/5/74; 1/25/11
Amended: 8/25/71; 9/5/74; 1/6/77; 12/18/80; 7/1/82; 7/1/82; 6/2/83; 6/16/88; 12/15/88; 1/20/98; 1/15/02; 3/16/04; 1/25/11; 11/3/15; 6/21/16; 2/21/24; 1/22/25; 10/14/25

DEFINITIONS

1. **"Regular School Days":** Refers to when students are present on the school campus during normal operational hours for the purpose of educational instruction: (a) Monday through Friday during the regular school year, and (b) Monday through Thursday during the summer break. Normal operational hours vary by school campus.

2. **"Non-School Days":** Refers to those days when public schools and facilities are closed. Non-School Days include weekends and School Board recognized legal holidays, spring break, winter recess, and Fridays during the four (4) day work week period during summer break. Under Rule 3, a School Board employee, typically a member of the custodial staff, must open, remain on duty throughout the program, and close the public school building(s).

3. **"After School Hours":** Refers to 30 minutes after the Regular School Day dismissal bell. The time varies from one public school facility to another.

4. **"School Allied Groups":** School Allied Groups (SAG) are groups that exist because of the existence of the school. SAG are groups such as the Parent Teachers Association (PTA), Parent Teacher Student Association (PTSA), Parent Teacher Organization (PTO) as defined herein, and Booster Clubs such as School Alumni Organization or as otherwise referenced in this Policy. No other entity will be recognized as a SAG, except those listed herein in this Policy or which are hereafter formed by a school as a component of that school's educational functions. Therefore, all outside entities must be approved by the SBBC as a SAG before being designated and recognized in BCPS as a SAG.

5. **"Partners in Education":** Partners in Education (PIE) is a legal entity organized under Florida Law or laws of another state and authorized to do business in the State of Florida. PIE supports schools and students. The PIE commits to specific activities intended to benefit students, improve student achievement, and accomplish school improvement goals. A partnership is initiated in two ways: 1) a school recruits a partner from the business community or 2) a prospective partner contacts an individual school. A PIE must complete a Sponsorship Agreement.

6. **"Groups and Organizations that Charge Fees":** Any group or organization that charges participants an activity fee to attend the program offered by such group or organization.

7. **"Non-School Purposes":** Refers to the use of public school facilities by outside agencies, groups or organizations.

8. **"Lease Application":** Refers to the BCPS form entitled Lease Application for Use of public school facilities.

9. **"Certificate of Insurance":** A Certificate of Insurance (COI) is a document provided by an insurance company stating the limits of coverage for bodily injury and property damage insurance in effect during the use of the public school facility.

10. **"Rental Fees":** Refers to the fees charged for the use and enjoyment of a specific room at a public school or facility. A group or organization using one (1) or more than one (1) room will be charged separately for each room. The SBBC charges for the rental of its public school facilities for Non-School Purposes for the use of the public school facility, as codified in Exhibit 1, and appended to this Policy.

11. **"Utilities Costs":** Costs including lighting, air conditioning, and electrical power in support of the operation of the public school facilities. Utilities Costs should not be applied for use of outdoor public school facilities unless such facilities are used after dark and outdoor lighting is provided.

12. **"Custodial Costs":** Costs which include opening the public school facility, remaining on duty throughout the program (After School Hours only), and cleaning the public school facility following use and closing the public school facility. Custodial Costs are not charged on Regular School Days during normal operational hours, unless the school principal or facility director determines that an additional custodian must be brought in to assist. Under the terms of the custodians' labor contract, a custodian brought in After School Hours and on weekends must be paid a minimum of four (4) hours, regardless of whether the custodian works one (1) or four (4) hours.

13. **Personnel Costs":** Personnel Costs are charged, as incurred, for the services of a technician staff for the media center or auditorium, standby electrician, or stadium manager for the athletic stadium. The Division of Safety and Security (DSS), upon receiving written notification/alert via the workflow of the BCPS Facility Online Usage Database, shall within five (5) working days of receipt of the notification/alert, provide response in the workflow, which at a minimum, the

response shall state whether security is needed for the event indicated in the application that is pending in the BCPS Facility Online Usage Database. If the DSS determines that security is needed for the event, the DSS shall specify the number of police officers or designated school security that will be needed for the event. Also, the DSS shall timely advise the school principal or facility director of the subject facility about its decision. The minimum cost and number of police officers is set by the local law enforcement agency providing the service. Additional costs associated with metal detection wanding services or any other applicable security devices or services shall be in place to enhance safety measures. The cost associated with the services will be set by the approved BCPS vendor secured by the SBBC for these services.

14. "**Consumable Items**"**:** Consumable Items are items such as restroom toilet paper, paper towels, soap, etc.

15. "**School Function**"**:** School Function is a function that is sponsored by a school and approved by the school's principal or facility director to utilize a public school facility to enable the function; and when conducting such function, the school shall be exempt from: (1) signing a Lease Application, (2) paying Rental Fees, (3) paying Utilities Costs, (4) paying Custodial Costs, (5) paying Personnel Costs as incurred, and (6) shall not provide a Certificate of Insurance (COI).

16. **"School"** or **"Facility"** or **"School Facilities":** Refers to vocational schools, educational centers, traditional elementary, middle, or high schools, including schools that are combination schools such as K-8 or 6-12 campuses. "School" or "Facility" or "School Facilities" do not include administrative sites.

17. "**BCPS Department Function**": BCPS Department Function is a meeting or other function that is requested to be held by a BCPS Department, to utilize a BCPS facility. Additionally, when the Department's request for the use of the facility has been subsequently approved by the school's principal or facility director. When conducting such a meeting or function, the BCPS Department shall be exempt from: (1) signing a Lease Application, (2) paying Rental Fees, (3) paying Utilities Costs, (4) Custodial Costs, (5) Personnel Costs as incurred, and (6) shall not provide a COI. The BCPS Department shall initiate a request for facility rental to the school's principal or facility director for approval and reservation.

18. **"Youth Organizations"**: Organizations that qualify as non-profit entities, and whose primary mission is to provide education, health, leadership, personal development, and mental health services to the youth.

19. **"Other Organizations**: Other Organizations include all for-profit organizations and private individuals.

20. **"Non-Profit Corporations"**: Non-Profit Corporations shall include civic, religious, or community organizations that qualify as non-profit entities under the Internal Revenue Service Code and/or are a not-for-profit corporation under the law of a state and/or governmental entities.

21. **"In-Kind Contribution"**: In-Kind Contribution are payments in goods or services that directly benefits a school or facility in lieu of the payment of the monetary value of such goods or services.

RULES

Public School Facilities may be used for Non-School Purposes in accordance with the following provisions:

1. Each user/applicant desiring to lease space in public school facilities may make application for the lease and use of public school facilities at the administrative office of the desired school or facility. Designated school district staff at the school or facility location may assist the user/applicant to

enter pertinent information regarding the application into the BCPS Facility Online Usage database; and upon completion of the application form, submit the application in the BCPS Facility Online Usage database, where it would be reviewed and processed via the workflow established in the BCPS Facility Online Usage database.

Alternatively, each user/applicant desiring to lease space in public School Facilities may complete the Lease Application directly in the BCPS Facility Online Usage database and submit the completed application and related back-up information electronically in the BCPS Facility Online Usage database. Whereafter, the completed application will be reviewed and processed via the workflow established in the BCPS Facility Online Usage database.

2. If upon review, the application is determined to be complete, and lease of the facility will not conflict with school programs (such as extracurricular school activities or other previously scheduled activities), and the intended lease of the school or facility does not violate the provisions of School Board Policy 8020 or other applicable School Board policies, and further, that the desired school or facility is available for lease, the application may be approved. However, the application will be denied if the intended lease of the school or facility violates the provisions of School Board Policy 8020 or other applicable School Board policies, if it is determined that the lease of the school or facility at the period desired, conflicts with school programs, and/or that the desired facility is not available for lease at the period desired.

   The school principal or designee, or the facility director or designee of a school or facility that is desired for lease by a user/applicant, shall be included in the workflow or included in the loop regarding the request to lease such school or facility.

   Any user/applicant who submitted application in the BCPS Facility Online Usage database to lease and use public school facilities, and whereupon, such application was determined to be complete, must be informed via written notice and within a timely manner, that their application has been approved or denied. At the most, such written notice must be made to the user/applicant no later than twenty (20) business days from the date determination was made that the user/applicant submitted a completed application for the lease and use of the school or facility.

3. An employee of the SBBC, approved by the school principal or facility director, must open and close the public school facilities and remain on duty throughout the meeting or program. The use of public school facilities will be denied if school district staff is unavailable to be onsite as stated herein.

4. All applications for the use of school grounds at a public school facility, for a circus, fun fair, or carnival using mechanical equipment or animal rides, shall not be made or processed via the BCPS Facility Online Usage database. Rather, such requests must be made directly to the Facility Planning & Real Estate (FP&RE) Department. Whereafter, upon conducting additional due diligence, the Department shall prepare a lease agreement for submittal to the SBBC for consideration.

5. The following four (4) categories shall be used to describe applicants that request to use public School Facilities for Non-School Purposes. School principals or facility directors are to ensure that each and every use of their facility by outside organizations and/or entities, except as further required in this Policy, must be documented in the BCPS Facility Usage Database. A Fee Schedule and Category Charges Matrix are appended to this Policy as Exhibits 1 and 2 respectively. The Superintendent or designee shall review the Fee Schedule periodically (no less than annually), and any proposed changes to the Fee Schedule shall be recommended to the SBBC for approval.

   a. **School-Allied Groups**: Any planned use of public school facilities by a SAG must first be made in writing to the school's principal or facility director and approved by the school's

principal or facility director. If the desired facility is available as determined by the school's principal or facility director, SAG shall be notified about the availability and permission to utilize the facility within forty-eight (48) hours of receipt of the written request. However, prior to the date of SAG's usage of the facility, the SAG must document the planned usage of the facility in the BCPS online Facility Usage database specifically to indicate its presence in the public school facility. Also, other than the SAG listed in this Policy and hereafter formed by a school as a component of that school's educational functions, all SAG must submit as a component of the rental process, valid BCPS document designating it as a SAG before being permitted to utilize a school facility.

1. On Regular School Days when the SAG is utilizing the public school facility to conduct its normal meeting during a school's operational or non-operational hours, the SAG shall sign a Lease Application, and be exempt from: (1) paying Rental Fees, (2) paying Utilities Costs, (3) paying Custodial Costs, (4) paying Personnel Costs as incurred, (5) paying consumable costs, and (6) the requirement to provide a COI.

2. When the SAG is utilizing the public school facility to conduct fundraising event, or other event that is separate and apart from its normal meeting during after normal operational hours and on Non-School Days, except as further stated in this Policy, the SAG shall sign a Lease Application, and be exempt from: (1) paying Rental Fees, (2) paying Utilities Costs, and (3) paying consumable costs. However, the SAG shall pay Custodial Cost and Personnel Costs as incurred, including security (if appliable and required) and submit a COI. For SAG to receive the exemptions as set forth herein, all fundraising events, and/or other events that the SAG conducts regarding the use of a public school facility must benefit the school or schools where the event is to be held, and/or benefit BCPS.

3. The failure of a SAG to abide by the Rules as set forth herein may result in the Superintendent of Schools' or designee's denial of future utilization by the SAG of BCPS facilities for non-school purposes.

b. **Partners In Education:** PIE shall be categorized as PIE Category 1 and PIE Category 2 (PIE 1 and PIE 2). Also, a PIE must submit as a component of the rental process, a valid BCPS issued certificate which designates it as a PIE 1 or PIE 2 before being permitted to utilize a public school facility. To obtain the PIE certificate, the PIE shall contact the school principal or facility director of the school or facility the PIE is interested in utilizing, at least a month or more in advance from the date the PIE intends to utilize the public school facility.

PIE Category 1 (Youth Organizations)

The following shall apply to PIE 1 when it utilizes a public school facility:

1. Sign a Lease Application, pay reduced Rental Fees, and provide a COI.

2. Reduced rental fees means that PIE 1 shall pay a one-time rental fee of $300.00 per school year for the total rental cost to lease the public school facility.

3. To qualify for the one-time reduced rental fee of $300.00 per school year, the PIE 1 MUST provide an in-kind value that equates to or exceeds fifty percent (50%) of the cost for BCPS students to participate in the PIE 1 program. In-kind value support includes but shall not be limited to the cost of membership, tutoring services, program supplies, uniforms, activities, field trips, etc.

4. Pay custodial cost only when required by the school Principal or facility director.

5. Pay for personnel costs as incurred.

6. Pay for security only when required by the Division of Safety and Security.

7. Shall not pay for utilities.

8. Shall not pay for consumables.

PIE Category 2 (Other Organizations)

The following shall apply to PIE 2 when it utilizes a public school facility:

1. When PIE 2 utilizes the public school facility to conduct its business and or services, PIE 2 shall sign a Lease Application, pay reduced Rental Fees, and provide a COI.

2. When PIE 2 utilizes the public school facility to conduct fundraising event or other event after normal operational hours and on Non-School Days, PIE 2 shall sign a Lease Application, pay the full Rental Fees due, and provide a COI.

3. Reduced rental fees means that PIE 2 shall pay ***ONLY FIFTY PERCENT (50%)*** of the total rental fees due for the PIE 2 to lease the public school facility.

4. To qualify for the fifty percent (50%) reduction in total rental fees, PIE 2 ***MUST*** provide an in-kind value support to the school that equates to or exceeds the initial fifty percent (50%) of the total rental fees due to the PIE 2 to lease the public school facility.

5. Pay utility costs (only after normal operational hours and on Non-School Days), consumables costs, custodial fees, personnel costs as incurred, and for security only when required by the Division of Safety and Security).

c. **Government Organizations**: Government organizations must fulfill the Lease Application requirements and meet the insurance requirements as outlined under Rule 11 – Insurance – Property Damage which will cover the SBBC for any property damages associated with the Government Organization's use of a public school facility.

1. On Regular School Days during the normal operational hours when custodial staff is present, Government Organizations shall be exempt from the payment of Rental Fees, Custodial Costs and Utilities Costs. However, Government Organizations shall pay Consumable Items Costs, Personnel Costs, as incurred including, without limitation, any required security.

2. After School Hours or on Non-School Days when custodial staff presence is required, Government Organizations shall pay Custodial Costs, Consumable Items Costs, Utilities Costs and Personnel Costs, as incurred including, without limitation, any required security.

3. Regardless of school days, normal operational hours, after school hours, or Non-School Days, Government Organizations that charge participants for activities shall pay Rental Fees, Custodial Costs, Utilities Costs and Personnel Costs as incurred, including, without limitation, any required security.

4. All fees shall be based on the current established Fee Schedule (appended to this Policy as Exhibit 1).

5. This Policy is not applicable if a separate agreement exists between the SBBC and another governmental entity for the use of School Facilities. Those agreements shall stand on their own terms.

d. **Non-Profit Corporation:** An entity which represents itself as a Non-Profit Corporation shall fulfill the Lease Application requirements, all insurance requirements set forth in this Policy, and submit a copy of its State of Florida issued Certificate of Status (or State of Florida document(s) confirming status as a Non-Profit Corporation) prior to each and every use of public school facilities.

1. On Regular School Days as defined in this Policy, a Non-Profit Corporation shall pay nominal charges for electricity and administrative costs, Consumable Items Costs, as listed in the Fee Schedule, and Personnel Costs, as incurred including security, but shall be exempt from the payment of Rental Fees and Custodial Costs (if applicable).

2. During After School Hours or on Non-School Days as defined in this Policy, a Non-Profit Corporation shall also pay Rental Fees, Custodial Costs (if applicable), Utilities Costs, Consumable Items Costs and Personnel Costs, as incurred including, without limitation, any required security (if applicable). However, the total Rental Fees due shall be discounted by twenty- five percent (25%).

3. All fees shall be based on the current established Fee Schedule. In addition, any use of equipment shall be subject to Rental Fees, but the total Rental Fees due for such equipment shall be discounted by twenty-five percent (25%). Under Florida law, certain nonprofit organizations may qualify for an exemption from Florida sales and use tax. To receive this exemption, the nonprofit organization must upload into the BCPS online Facility Usage database, a valid **Florida Consumer's Certificate of Exemption** issued by the Florida Department of Revenue. If the nonprofit does not provide this certificate, the organization will be required to pay sales tax.

4. The Superintendent of Schools or designee (Chief Operations Officer), at his or her discretion, is authorized to determine that the rental and/or operational costs due to a Non-Profit Corporation could be satisfied by the Corporation via an in-kind value approach. The Corporation will qualify to satisfy the costs due to it via an in-kind value approach only if the Corporation proposes to utilize the public school facility to provide specific services that would benefit BCPS students. Such services shall include but not be limited to the provision of mental health counseling, improving student achievement, enabling and accomplishing school improvement goals, etc. Additionally, a formal agreement between the School Board and the Corporation must be generated by the Facility Planning & Real Estate Department or pertinent department to memorialize the provisions that would allow the Corporation to utilize and operate from the public school facility to provide the services.

e. **Other Organizations: Other Organizations** are entities that were not named or listed in Rule 5a, 5b, 5c, and 5d. Other Organizations shall fulfill all Lease Application and insurance requirements necessary for each use of public school facilities.

1. On Regular School Days, Other Organizations shall pay Rental Fees, Utilities Costs, Consumable Items Costs, and any Personnel Costs that are incurred including, without limitation, any required security, or additional custodial staff.

2. During After School Hours or on Non-School Days, when custodial staff presence is required, Other Organizations shall pay Rental Fees, Custodial Costs, Utilities Costs, Consumable Items Costs, and any Personnel Costs as incurred including, without limitation, any required security.

3. All fees are based on the current established Fee Schedule (appended to this Policy as Exhibit 1).

6. This Policy does not apply to any vendors, who are Private Providers that have entered into valid agreement(s) with SBBC to operate a Child Care Program on SBBC's property and does not apply to any vendors that are awarded agreements as a result of a competitive solicitation process issued by SBBC or an exceptional purchase exemption. Any use of public school facilities by such entities shall be governed by the specific contracts or agreements existing between such entities and the SBBC.

7. The basic Rental Fees and Custodial Costs, Consumable Items Costs, Utilities Costs and Personnel Costs for all public school facilities shall be reviewed periodically (no less than annually) by the Superintendent's School Board Policy 8020 Committee, which will subsequently recommend any changes to the Superintendent for approval by the SBBC. Any revised Fee Schedule shall become effective on the date of its approval by the SBBC and shall apply to all subsequent applications.

Rental Fees, Utilities Costs, Custodial Costs, Consumable Items Costs, and other Personnel Costs (including school security) should be adjusted based on related cost data garnered from the BCPS Facility Online Usage database (if any), and/or with comparable cost data from several large urban school districts in the State of Florida.

With the exception of government organizations that charge participants for activities, custodial charges shall only apply when either additional custodial staff is required for the activity or when custodial staff is required beyond normal working hours. The need for additional custodians shall be determined by the school principal or facility director of the public school facility.

Unless exempt pursuant to this Policy, Utilities Costs shall be applied only for activities held on School Days after normal operational hours (which is 30 minutes after regular day dismissal bell) or on Non-School Days. Personnel Costs shall be based upon the rates established in the Broward County Salary Schedule, plus other expenses including fringe benefits. The above charges do not include the services of law enforcement officers.

8. If selected, the school principal or facility director shall require the use of regular Food and Nutrition Services Staff when the Food and Nutrition Services Department is needed to prepare food or serve food during the use of the public school facility rental. The group or organization shall pay the cost of the Food and Nutrition Services Staff involved, according to the adopted School Food Services salary schedule, including retirement and other fringe benefits. If there is an additional camp/activity/event on campus that is utilizing the Food and Nutrition Services Department at the same time of the request, the cost per meal per individual will match the current SBBC cost per meal.

9. All payments made (i.e., check, ACH, wire, etc.) for the rental of public school facilities via the BCPS online Facility Usage database, shall be remitted to the Treasurer's Office. The Treasurer's Office, on a monthly basis, shall process the payments in accordance with the Business Practice Bulletin A-429, which fulfills the required budget transfer procedure. All organizations must prepay the total Rental Fees and other costs due seven (7) days in advance before being given access to utilize public school facilities. However, if the rental period is greater than one month, facility lease cost shall be paid on a monthly basis. Per this Policy, parties can only lease a District school or facility up to a one (1) year term. Therefore, any party who desires to lease a District school or facility for more than a one (1) year term, shall submit such a request to the Facility Planning & Real Estate Department, and if the Department determines that such a lease is feasible, the Department will proceed to implement subsequent due diligence steps towards generating and scheduling a lease agreement between the party and the SBBC for the SBBC's consideration.

10. Regarding refunds, if BCPS cancels a reservation made by a Lessee for any reason, the Lessee shall receive 100% refund for the reservation. Cancellations made by the Lessee within seven (7) days or more days in advance of the event date, will receive a one hundred percent (100%) refund of the Rental Fee paid by the Lessee. Cancellations made within three to six (3 – 6) days of the event date by the Lessee will incur a twenty percent (20%) cancellation fee, which fees shall be taken from the Rental Fee paid by the Lessee and the remaining eighty percent (80%) will be returned to the Lessee. Cancellations made within forty-eight (48) hours of the event date by the Lessee will incur a fifty percent (50%) cancellation fee, which fee shall be taken from the Rental Fee paid by the Lessee and the remaining fifty percent (50%) will be returned to the Lessee. The total amount of Rental Fee paid by Lessee shall not be refunded for cancellations made twenty-four (24) hours before the event date.

11. INSURANCE

The user of public school facilities shall be financially responsible for all liability and property damage incurred during its use of facilities, if such damage occurs as a result of its use subject to applicable law.

The user of a public school facility must furnish a Certificate of Insurance along with the initial application prior to the use of the public School Facilities. The Certificate of Insurance must contain the following provisions:

a. A statement certifying that there is in force a general liability insurance policy naming the SBBC as an additional insured; and

b. Be written by a company licensed to write this line of coverage in the State of Florida (or an approved Non-admitted Carrier). The limits of the insurance policy shall be not less than:

Bodily Injury – occurrence	$200,000 each person	$300,000 each
Property Damage – (Damage to Rented Premises)	$500,000 each occurrence $500,000 aggregate	

Lessee is not permitted to utilize stoves, ovens, microwave ovens, hot plates or any devices which have the potential to cause a fire on SBBC property.

The user of a public school facility is required to notify the School District within two (2) business days if the above-referenced insurance coverages are cancelled.

As an alternative to the user purchasing insurance on their own, BCPS offers access to a vendor who provides insurance for their events on a per day basis (subject to exclusions). Minimal premium costs are based upon the nature and duration of the event, number of participants, and level of risk associated with the event.

12. Meal Functions, Picnics, Carnivals and Fun Fairs, which do NOT have mechanical or animal rides, sponsored by the school for School Allied Groups are required to comply with the following provisions:

a. The school principal or his/her designee shall be in attendance in a supervisory capacity.

b. Third party vendors participating in an event conducted by a School Allied Group must furnish all vendor Certificates of Insurance, invoices, and agreements listing planned amusement activities with photos to the Risk Management Department for approval three (3) weeks prior to the event. The Certificate of Insurance must contain the following provisions:

1. Certificate of liability insurance with coverage of $1,000,000 from the vendor providing the amusement activities. The certificate must name The School Board of Broward County, Florida as additional insured.

2. Automobile Insurance with coverage of $500,000 for business-owned vehicles.

3. Workers' Compensation insurance with limits specified in Chapter 440, Florida Statues and Employer's Liability limits of $100,000/$100,00/$500,000 (each accident/disease each employee/disease policy limit). If a vendor has less than four employees, an affidavit is available from the Risk Management Department.

c. **Food truck vendors**: Food truck vendors participating in an event conducted by a School Allied Group on school grounds at a public school facility must comply with all applicable state, local, and School Board requirements and complete a checklist at least three (3) weeks prior to the event (Checklists are available on the Risk Management Department's website). Food trucks may prepare, make and and/or sell food directly to patrons at the event. However, a visual inspection report and site plan which identifies the location of each food truck and the generator on the site that is affiliated with the food truck must be submitted to the Office of the Chief Fire Official at least three (3) weeks prior to the date of the event. If Broward County or another municipality in Broward County has approved an inspection report for the food truck vendor within the last twelve (12) months, the vendor can submit the inspection report to the Office of the Chief Fire Official for approval and will not be required to undergo a physical inspection.

d. **Inflatables/Bounce House vendors**: Any inflatables or bounce house vendors participating in an event conducted by a School Allied Group on school grounds at a public school facility must comply with all applicable state, local and School Board requirements and complete a checklist at least three (3) weeks prior to the event (Checklists are available on the Risk Management Department's website).

e. All such activities hosted by groups other than School Allied Groups must comply with all provisions of this Policy.

13. This Policy shall become effective upon the approval of the SBBC.

LEGAL AUTHORITY: Section 1001.41 (1), F. S. HISTORY:
Adopted: 4/29/70 Readopted:
9/5/74; 1/25/11
Amended: 8/25/71; 9/5/74; 1/6/77; 12/18/80; 7/2/81; 7/1/82; 6/2/83; 6/16/88; 12/15/88; 1/20/98; 01/15/02; 3/16/04; 1/25/11; 11/3/15; 6/21/16; 2/21/24; 2/21/25; 10/14/25

SCHEDULE A

NON -PROFIT CORPORATIONS FOR SCHOOL DAYS	
Fee Category	Cost Unit
Nominal charge for electricity, materials and administrative costs	$25.00 per meeting, not to exceed $250.00 per school/per fiscal year.

SCHEDULE B

RENTAL FEES	
Fee Category	Cost Unit
Auditorium Fee	$100.00 Per hour of rehearsal or setup $700.00 Per performance (3-hour period) $100.00 Per each additional hour (or part thereof) of performance
Food and Nutrition Services Cafeteria Fee	$313.00 (includes 5-hour daily minimum) $50.00 Per each additional hour (See Hourly Salary Range for Food and Nutrition Services Manager for Rental Below)
Classroom Fee	$131.00 (includes 5-hour daily minimum) $10.00 Per each additional hour
Multi-Purpose Room Fee (i.e. Media Center)	$278.00 (includes 5-hour daily minimum) $15.00 Per each additional hour
Swimming Pool	$342.00 (includes 3-hour daily minimum) $75.00 Per each additional hour
Individual Athletic Areas i.e. Baseball Field, Basketball Courts, Tennis Courts, and associated parking.	$150.00 (Includes 3-hour daily minimum) $60.00 Per each additional hour
Gymnasium	$390.00 (includes 3-hour daily minimum) $75.00 Per each additional hour
Regional Athletic Stadium for Athletic Competitions	$1,140.00 (Includes 8-hour daily minimum) $75.00 Per each additional hour. These fees include the use of the stadium, track, field and associated equipment and parking. Does not include field lining, security & operational costs.
Parking Lot only	$90.00 (includes 3-hour daily minimum) $30.00 Per each additional hour

EQUIPMENT RENTAL FEES	
Fee Category	Cost Unit
Athletic Scoreboard	$75.00
Floor Mat Placement/Removal	$350.00
Lectern/Podium	$25.00

Microphone	$25.00
Moveable Stage	$500.00
P.A. System	$25.00
Piano	$30.00
Projector	$25.00
Projector Screen	$25.00
Risers	$25.00
Spotlight	$25.00
Stadium Lights	$15.00
Theatre Lights	$20.00
TV/DVD Player	$25.00
Video Equipment	$25.00
Mandatory Event Set Up Fee (Classrooms)	$50.00
Mandatory Set Up Fee (Other)	$100.00

UTILITIES COSTS AND CUSTODIAL COSTS	
Fee Category	Cost Unit
Energy (Light, Cooling and Power)	$40.00 Per hour
Water	$30.00 Per day. This fee would be required for activities using more than the standard facility use such as car washes.
Refuse	$25.00 Per day. This fee would be required for activities using multiple trash cans requiring disposal.
Custodial Services	$200.00 (Includes 4-hour daily minimum) $50.00 Per each additional hour
Consumable Items (restroom toilet paper, paper towels, soap, etc.)	$10.00 Per day 1-30 people expected at function. $20.00 Per day 31-100 people expected at function. $30.00 Per day 101-200 people expected at function. $10.00 additional per day for each additional 100 people expected, or part thereof.

PERSONNEL COSTS	
Fee Category	Cost Unit
Technical Supervision	$50.00 Per hour

Technical Crew	$50.00 Per hour
School Security	$50.00 Per hour
Off-duty detail officers	* Per hour
Stand-by-Electrician	$65.00 Per hour
Stadium Manager (Athletic Director or designee)	$65.00 Per hour
Wanding Services	** Per hour

* Cost is set by the local law enforcement agencies. The Division of Safety and Security shall state if security is needed for any event in a lease application facility online database. If DSS determines that security is needed for the event, DSS shall specify the number of police officers or designated school security that be needed for the event. DSS shall timely advise the school principal or facility director of the subject facility about its decision.

Sales tax will be collected where applicable.

** Metal detection wanding services and the cost associated with metal detection wanding services will be set by the approved BCPS vendor providing the services.

Hourly Salary Range for Food and Nutrition Services Manager for Rental:

The group or organization shall pay the cost of the Food and Nutrition Services Staff involved, time and one-half (1.5) the adopted School Food Services salary schedule, including retirement and other fringe benefits.

Minimum Hourly Rate	**Maximum Hourly Rate**
$24.00	$66.00

Category Charges Matrix

CATEGORIES	LEASE APPLICATION	COI	RENTAL	UTILITIES	CUSTODIAL	PERSONNEL	CONSUMABLE ITEMS
SCHOOL ALLIED GROUPS							
School Days	Yes	No	No	No	No	No	No
After School Hours and Non-School Days	Yes	Yes	No	No	As Incurred	As Incurred	No
PIE 1 GROUPS							
School Days	Yes	Yes	Yes*	No	No	As Incurred	No
After School Hours and Non-School Days	Yes	Yes	Yes*	No	Yes**	As Incurred	No
PIE 2 GROUPS							
School Days	Yes	Yes	Yes*	No	Yes	As Incurred	Yes [3]
After School Hours and Non-School Days	Yes	Yes	Yes	Yes	Yes**	As Incurred	Yes [3]
GOVERNMENT ORGANIZATIONS [1]							
School Days	Yes	Yes	No	No	No	As Incurred	Yes [3]
After School Hours and Non-School Days	Yes	Yes	No	Yes	Yes	As Incurred	Yes [3]
Activity Fees Charged to Participants	Yes	Yes	Yes	Yes	Yes	As Incurred	No
NON-PROFIT CORPORATION							
School Days	Yes	Yes	No	Nominal	No	As Incurred	Yes [3]
After School Hours and Non-School Days	Yes	Yes	Yes	Yes	Yes	As Incurred	Yes
OTHER ORGANIZATIONS							
School Days	Yes	Yes	Yes	Yes	No[2]	As Incurred	Yes
After School Hours and Non-School Days	Yes	Yes	Yes	Yes	Yes	As Incurred	Yes

Notes:

COI: Certificate of Insurance

* Pay reduced rent as codified in Policy 8020

**Pay custodial cost only when required by the school Principal or facility director.

[1] Government Organizations without Reciprocal Use Agreement's (RUA's).

[2]Rental includes only one custodian during normal operational hours.

[3]This fee would be required for any lease as stated in the fee schedule.

.

~~Policy 8040~~

~~Leases of Real Property and Facilities; Event Contracts~~

~~School Board Policy 8040 shall only govern the lease of real property and facility by The School Board of Broward County, Florida ("SBBC"). SBBC is the only entity that has the authority to approve leases in excess of three (3) calendar days for the school district. However, Event Contracts of no more than three (3) calendar days may be administratively executed in accordance with the requirements of this policy.~~

~~RULES~~

1. ~~Leases of Real Property and Facilities; Event Contracts: The Director of the Facility Planning and Real Estate Department ("FP&RE") or in case of departmental name change or organizational change, the head of the succeeding department ("SD") or Superintendent's designee shall be responsible for coordinating the development of standard contracts for the lease or rental of real property by SBBC with the Office of the General Counsel except as stated herein regarding Event Contracts. All SBBC lease or rental agreements shall utilize SBBC's standard lease contracts, except when the lessor of the real property requires the lessor's lease contract form to be utilized for such lease.~~

2. ~~The FP&RE Director or the Superintendent's designee with real estate negotiating experience shall be responsible for negotiating pertinent lease agreements regarding SBBC's lease or rental of real property.~~

3. ~~To assure appropriate liability and property protection has been arranged for SBBC's protection and to ascertain the extent of SBBC's legal responsibilities, all lease or rental agreements, including renewals for real property, shall be sent by all the requesting departments to FP&RE or SD for processing, and subsequently, FP&RE shall transmit the leases or rental agreements to the Office of the General Counsel, for its review and approval; and thereafter, the finalized lease or rental agreements shall be scheduled by FP&RE for SBBC's consideration and possible approval.~~

4. ~~FP&RE must exercise due diligence before recommending the renewal of existing leases or the entry by SBBC into new leases. At a minimum, the following information must be addressed in the agenda items for leases brought forth for SBBC action:~~

    a. ~~The reason and need for the proposed lease;~~

    b. ~~Proof that no existing available SBBC-owned facilities are available to house the needs that require the proposed lease;~~

    c. ~~The benefits/detriments for students served of a leased site offering educational program(s) shall be a factor for lease renewal or termination. Whenever possible, the end of the lease term for each educational lease renewal shall be consistent with the end of the School District's school year;~~

d. If existing SBBC-owned facilities are available to serve the needs to be met by the proposed leased facility, the construction cost per square foot to renovate the existing SBBC-owned facilities; and

e. Comparable lease rates for similar real property in the sub-market of the proposed leased facility's location, and the construction cost per square foot to renovate the proposed leased space.

5. All real property leases shall be placed through FP&RE on a SBBC meeting agenda only when the appropriate lease documents have been received and approved as to form and legal content by the Office of the General Counsel. Except as otherwise provided herein, this requirement shall not apply to Event Contracts as defined in this policy.

6. Leases must be scheduled in a timely manner for SBBC consideration and formal action. Lease renewals should be placed on SBBC agendas for meetings at least ninety (90) calendar days before the lease is set to expire. New leases must be placed on SBBC agendas for meetings at least ninety (90) calendar days before the lease is set to commence. All lease renewals may be placed on an SBBC agenda for a meeting less than ninety (90) calendar days before the expiration of the lease's current term; however, in such cases, FP&RE must explain why the lease renewal was scheduled in an abbreviated timeframe. Regardless of the foregoing, any renewal option that may be exercised by SBBC shall appear on the agenda of a SBBC meeting conducted no less than ninety (90) calendar days prior to the deadline for SBBC's provision of notice to the lessor of SBBC's exercise of that renewal option.

7. With the exception of Event Contracts under Rule 8, FP&RE shall be responsible for maintaining a master file and database of all approved lease or rental contracts for real properties that are subject to the provisions of this Policy.

8. **Short Term Rental Contracts/Event Contracts:** A principal, facility director, or executive director/director of an administrative department ("Referring Administrator") is hereby delegated the authority to enter into and execute short term rental contracts ("Event Contracts") of no more than three (3) calendar days in duration for the use of outside facilities, provided that the Event Contracts have first been reviewed and approved by the pertinent Regional Superintendent's Office (RSO), FP&RE, the Risk Management Department, and the Office of the General Counsel.

9. **Event Contract Review Process**: The Event Contract Review Process shall be implemented as follows:

a. The Referring Administrators shall submit any proposed Event Contracts to the RSO immediately upon receipt from the outside facility, and not less than forty-five (45) business days prior to scheduled event date.

b. Upon receipt of a proposed Event Contract, the RSO shall promptly or within no less than five (5) business days, forward the Event Contract simultaneously to FP&RE, the Risk

Management Department, and the Office of the General Counsel (accompanied by an Event Contract Routing Form) for those departments to conduct their respective review of the Event Contracts by the review completion date.

c. FP&RE, the Risk Management Department, and the Office of General Counsel shall use their respective best efforts to facilitate the conduct of any event and return a reviewed Event Contract to the RSO, not less than ten (10) business days from the date of receipt of the Event Contract from the RSO.

d. The Referring Administrator shall proceed to execute the Event Agreement **ONLY** if one of the following has occurred: (1) FP&RE, the Risk Management Department, and the Office of the General Counsel have signed the Event Contract Routing Form, thereby approving the execution of the Event Contract; (2) If so stated and required by the Office of the General Counsel, the vendor has executed the standard school district Event Contract Addendum and appended it to the vendor's standard agreement.

10. **Limited Persons Authorized to Execute Event Contracts**: This policy only delegates contract authority to a principal, facility director, executive director/director of an administrative department ("Referring Administrator"), or in her/his absence, to the school district administrator assigned to fulfill the absent Referring Administrator's duties. This policy does not authorize instructional personnel, clerical personnel, or students to execute an Event Contract on behalf of the school district.

11. **Revision of Vendor Event Contracts**: Event Contracts that are prepared by outside vendors shall be revised to contain necessary standard school district provisions or will incorporate by reference an attached standard school district Event Contract Addendum [copy to be provided by the Office of the General Counsel during the Event Contract review process]. The terms of the standard school district Event Contract Addendum will prevail in the event of any conflict within the vendor's standard event contract. Referring Administrators are not authorized to execute Event Contracts that require:

    a. Arbitration;

    b. The payment of attorney fees in the event of litigation;

    c. The School Board to be contractually liable for damages caused during an event by its personnel or guests [except as permitted by Section 768.28, Florida Statutes, or within the scope of any insurance coverage approved by the Risk Management Department and required by the Event Contract]; or

    d. The School Board is to be liable for any claims against the vendor for copyright violations related to the event.

If a vendor refuses to alter its Event Contract as required by this policy and SBBC's reviewing departments, or refuses to execute the standard school district Event Contract Addendum, the

Referring Administrator is not authorized to execute the Event Contract and (a) the Event Contract must be timely placed upon a School Board agenda for School Board approval; or (b) an alternate venue for the event must be identified by the Referring Administrator. Accordingly, Referring Administrators should expeditiously subject any Event Contracts for review and approval.

12. **Statutory Vendor Affidavits**: Prior to the execution of an Event Contract, the vendor's authorized representative must execute and deliver a standard affidavit form required by Section 787.06(13), Florida Statutes, [copy to be provided by the Office of the General Counsel during the Event Contract review process]. The affidavit executed shall be retained by the Referring Administrator in the Event Contract file.

Policy Custodian: Facility Planning and Real Estate Department

Former Policy Number: 2314

Policy Status: Active

AUTHORITY: Sections 120.536, 1001.30, 1001.32, 1001.371, 1001.40, 1001.41(1), (2) and (4); 1001.42, 1001.43, and 1013.15(1) and (2), Florida Statutes.
History Policy Adopted: 4/23/81; Amended:8/05/82; 2/19/91; 3/04/14, 6/17/25

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	RR. Resolutions
DEPARTMENT:	Treasurer's Office

Agenda Item Number:	RR-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Resolution No. 27-01 - Master Equipment Lease

REQUESTED ACTION:

Adopt Resolution No. 27-01 - Master Equipment Lease, which will authorize the execution and delivery of a Master Lease-Purchase Agreement and related Agreements with JP Morgan Chase Bank, N.A., with respect to the acquisition, purchase, financing and leasing of certain equipment and vehicles in an aggregate principal amount not to exceed $300,000,000; District-wide

RATIONALE:

For the Requested Action, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment and Financial Impact, please see the Executive Summary. The attached documents have been reviewed and approved as to form and legal content by Bond Counsel.

EXHIBITS:

- Executive Summary
- Resolution 27-01
- Forms of Exhibits A-B

FINANCIAL IMPACT:

Approximately $50,000 in Bond and Special Tax Counsel fees which will be paid from the Treasurer's budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir Johnson	Phone:	754-321-1990
Name:	Ivan Perrone	Phone:	754-321-1980

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Jul 6, 2026

Electronic Signature

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair

Form $4189 Revised 7/24

HH/JJS

For more information, please contact:

Name: Romaneir Johnson
Title: Chief Financial Officer
Phone: 754-321-1990

EXECUTIVE SUMMARY

Resolution No. 27-01 – Master Equipment Lease

Board Meeting Date: July 28, 2026

Requested Action: Adopt Resolution 27-01 – Master Equipment Lease, which will authorize the execution and delivery of a Master Lease-Purchase Agreement and related Agreements with JP Morgan Chase Bank, N.A., with respect to the acquisition, purchase, financing and leasing of certain equipment and vehicles in an aggregate principal amount not to exceed $300,000.000.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	• The District will be authorized to enter into the Master Equipment Lease Program with JPMorgan Chase Bank, N.A., providing access to up to $300 million in financing capacity for Board-approved capital equipment and vehicle acquisitions. The initial financing issuance is expected to be approximately $97.5 million. The $300 million represents the maximum program capacity, not an immediate use of the full amount. The program will provide a flexible and competitively procured financing mechanism to support the acquisition of technology equipment, districtwide intercom replacements, buses, white fleet vehicles, security equipment, and other approved capital assets while preserving financial flexibility and supporting future capital needs.

If the School Board votes "No"	• The District will not be authorized to utilize the proposed Master Equipment Lease Program for financing Board-approved capital equipment and vehicle acquisitions. As a result, the anticipated initial financing of approximately $97.5 million would not proceed under the proposed structure, and planned purchases may need to be delayed, deferred, reduced in scope, funded through available cash resources, or financed through an alternative funding strategy. The District would also need to evaluate other options to address current and future capital equipment needs.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• The Master Equipment Lease Program provides a competitively procured financing mechanism that supports the acquisition of essential capital equipment and vehicles while preserving available cash resources and maintaining flexibility to address current and future capital needs. • The program authorizes financing capacity of up to $300 million, with an initial issuance anticipated at approximately $97.5 million. • Future financings will be issued as needed and remain subject to School Board approval. • The Financial Advisory Committee approved a motion for the District to enter into a Master Equipment Lease at the June 18, 2026 meeting.

Background/History: The School Board of Broward County is seeking approval to enter into a Master Equipment Lease Program to finance the acquisition of capital equipment and technology assets. This allows the District to lease-purchase essential equipment and vehicles over time, rather than paying the full cost upfront. The Master Equipment Lease serves as an umbrella financing agreement under which individual lease schedules may be added as the School Board approves equipment purchases. The proposed program establishes a maximum aggregate financing capacity (i.e., ceiling) of $300 million, with an initial financing expected to fund approximately $97.5 million of District-approved capital assets.

The District has maintained a similar Master Equipment Lease structure for more than 30 years through Banc of America Public Capital Corp., the current incumbent provider. To ensure the District continued to receive the most competitive financing terms available in the marketplace, the Treasurer instructed the District's Financial Advisor, PFM Financial Advisors LLC, to conduct a competitive Request for Proposals (RFP) process to evaluate current market rates, financing terms, fees, capacity and available providers.

Six (6) proposals were received from: Banc of America Public Capital Corp., BMO Harris Investment Company, LLC, First American, Flagstar Public Funding Corp., JPMorgan Chase Bank, N.A., and Wells Fargo. On June 18, 2026, the Financial Advisory Committee evaluated the proposals. They approved a motion recommending that the School Board select JPMorgan Chase Bank, N.A. as the provider for the Master Equipment Lease Program based on the overall competitiveness of its proposal, including financing rates, capacity, fees, and terms.

The Master Equipment Lease does not have a fixed expiration date and is intended to be available for use as needed. The structure provides the District with flexibility to finance Board-approved equipment and capital asset needs over time, without requiring a new master financing procurement each time an eligible project is ready for financing.

As a safeguard, all projects financed through the Master Equipment Lease Program must be included in the District Educational Facilities Plan (DEFP), as applicable, and approved by the School Board before financing. The proposed program is substantially similar to the District's existing arrangement with Banc of America Public Capital Corp., except that the JP Morgan Chase Bank, NA. would become the financing provider. The overall financing structure, approval process, and intended use of funds remain largely unchanged.

Approval of the Master Equipment Lease Program with JP Morgan Chase Bank, N.A. will provide the District with a competitively procured financing solution to support essential capital equipment and vehicle acquisitions while preserving available cash resources and maintaining flexibility to address current and future capital needs.

Provider	Master Equipment Lease Funding	Initial Commitment	Term/Interest Rate (Indicative Rates)	Bank Counsel/Escrow Agent Fee
1 **JPMorgan Chase** [(a)]	**$300,000,000**	**$97,500,000**	**4 Years: 3.39%** **7 Years: 3.45%** **8 Years: 3.47%**	**Bank Counsel: $0** **Escrow Agent Fee: $0**
2 [(b)] Banc of America Public Capital Corp.	$300,000,000	$97,500,000	4 Years: 3.61% 7 Years: 3.71% 8 Years: 3.80%	Bank Counsel: $0 Escrow Agent Fee: $0
3 BMO Harris Investment Company, LCC	$0	$55,000,000	4 Years: 4.28% 7 Years: 4.36% 8 Years: 4.58%	Bank Counsel: $0 Escrow Agent Fee: $3,000
4 First American	$0	$97,500,000	4 Years: 4.29% 7 Years: 4.46% 8 Years: 4.58%	Bank Counsel: $25,000 Escrow Agent Fee: $0
5 Flagstar Public Funding Corp.	$0	$97,500,000	4 Years: 3.44% 7 Years: 3.54% 8 Years: 3.58%	Bank Counsel: $45,000 Escrow Agent Fee: Initial $6,000 Annual $1,500
6 Well Fargo	$0	$75,000,000	4 Years: No offer 7 Years: No offer 8 Years: 3.997%	Bank Counsel: $0 Escrow Agent Fee: $0

[(a)] Selected by the Financial Advisory Committee and recommended for Board approval on June 18, 2026

[(b)] Incumbent

The District Educational Facilities Plan (DEFP) was approved at the Special School Board Meeting on September 3, 2025

Breakdown of Financing	Term	Approved
Vehicles	8 years	$ 19,415,500.00
Technology	4 years	$ 54,477,714.00
Security	7 years	$ 23,000,000.00
Contingency		$ 606,786.00
Total Financing		**$ 97,500,000.00**

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

purchasing requirements.

Agreement Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	N/A

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.

Budget Impact Summary Statement:

1. Approximately $50,000 in Bond and Special Tax Counsel fees will be paid from the Treasurer's Office budget.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
N/A	N/A	N/A

Budget Authority Request(s)
This section identifies the budget sources that support the requested contract agreement authority, including current-year budget availability and any anticipated funding in future fiscal years, subject to the School Board's annual budget approval.

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Provides the financing mechanism that supports the lease-purchase of essential capital equipment and vehicles.
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

RESOLUTION NO. 27-01

A RESOLUTION OF THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER LEASE-PURCHASE AGREEMENT AND RELATED AGREEMENTS WITH J.P. MORGAN CHASE BANK, N.A., WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT AND VEHICLES IN AN AGGREGATE AMOUNT NOT EXCEEDING $300,000,000; DECLARING THE OFFICIAL INTENT OF THE BOARD TO REIMBURSE ITSELF FROM THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS FOR CERTAIN EXPENSES TO BE INCURRED WITH RESPECT TO SUCH EQUIPMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT AND RELATED DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING INCIDENTAL ACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The School Board of Broward County, Florida ("Lessee"), as the governing body of the School District of Broward County, Florida (the "District"), a political subdivision of the State of Florida, is authorized by the laws of the State of Florida and in particular Sections 1001.32(2), 1001.42(2) and 1011.71(2)(c) and (d) to purchase, acquire and lease personal property for the benefit of Lessee and the District and to enter into contracts with respect thereto; and

WHEREAS, Lessee desires to purchase, acquire and lease certain HVAC systems, school buses, other district vehicles, transportation related equipment, technology and other essential use equipment in an aggregate amount not exceeding $300,000,000 constituting personal property necessary for Lessee to perform essential governmental functions (the "Equipment"), including, the reimbursement for certain previously purchased Equipment; and

WHEREAS, in order to finance the Equipment, Lessee proposes to enter into a Master Lease-Purchase Agreement and Florida Addendum (collectively, the "Master Lease") and certain agreements related thereto including the forms of Payment Schedule and Equipment Schedule, with J.P. Morgan Chase Bank, N.A. ("Lessor"), the forms of which are attached hereto as **Exhibit A**; and

WHEREAS, the funds made available under the Master Lease will be deposited with U.S. Bank Trust Company, National Association, a national banking association (the "Escrow Agent"), pursuant to an Escrow Agreement among Lessee, Lessor and the Escrow Agent (the "Escrow Agreement"), the form of which is also attached hereto as **Exhibit B**; and

WHEREAS, such funds deposited with the Escrow Agent will be applied to the acquisition of the Equipment in accordance with the Escrow Agreement; and

WHEREAS, Lessee deems it for the benefit of Lessee and for the efficient and effective administration thereof to enter into the Master Lease, the Escrow Agreement and the other Lessor program documents for the acquisition, purchase, financing and leasing of the Equipment therein described on the terms and conditions therein provided.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by The School Board of Broward County, Florida as follows:

Section 1. **Approval of Master Lease.** Lessee hereby approves the execution of the Master Lease for an amount not to exceed $300,000,000. The form, terms and provisions of the Master Lease as provided therein, including the forms of Payment Schedule and Equipment Schedule are hereby approved in substantially the form presented at this meeting as **Exhibit A**, with such insertions, omissions and changes as shall be approved by the Superintendent of Schools of Lessee, the execution of such document being conclusive evidence of such approval; and the Chair of Lessee is hereby authorized and directed to execute, and the Secretary of Lessee is hereby authorized and directed to attest and countersign, the Master Lease and to deliver the Master Lease to Lessor, and the Secretary of Lessee is hereby authorized to affix the seal of Lessee to such document.

Section 2. Approval of Escrow Agreement. The form, terms and provisions of the Escrow Agreement as provided therein are hereby approved in substantially the form presented at this meeting as **Exhibit B**, with such insertions, omissions and changes as shall be approved by the Superintendent of Schools of Lessee, the execution of such document being conclusive evidence of such approval; and the Chair of Lessee is hereby authorized and directed to execute, and the Secretary of Lessee is hereby authorized and directed to attest and countersign, the Escrow Agreement and to deliver the Escrow Agreement to the respective parties thereto, and the Secretary of Lessee is hereby authorized to affix the seal of Lessee to such document.

Section 3. Declaration of Official Intent. The Lessee hereby declares its official intent to reimburse itself from the proceeds of debt or lease purchase financing to be incurred by the Lessee for expenses paid with respect to the Equipment within 60 days prior to the date of this Resolution and to be paid subsequent to the date of this Resolution. This Resolution is intended as a declaration of a special intent under Treasury Regulation § 1.150-2(d)(1). This section does not bind the Lessee to make any expenditure, incur any obligations or proceed with the purchase of the Equipment.

Section 4. Private Negotiated Financing. It is hereby found and declared that a private negotiated financing through the Master Lease, pursuant to a Request for Proposals dated April 20, 2026 by PFM Financial Advisors, LLC on behalf of Lessee is in the best interest of Lessee and is found to be necessary on the basis of the following reasons, as to which specific findings are hereby made:

Due to the volatility of the market for "annual appropriation" securities such as the Master Lease and the limited number of institutions engaged in the business of financing governmental equipment leases, the Lessee must be able to execute transactions at the most advantageous times, rather than at specific advertised dates, thereby permitting Lessee to obtain the best possible price and other terms for the Master Lease.

Section 5. Other Actions Authorized. The officers and employees of Lessee including, without limitation, the Chair, Vice Chair, Secretary, Superintendent, the Chief Financial Officer, the Treasurer and the Office of the General Counsel are hereby authorized to take all action necessary or reasonably required by the parties to the Master Lease and the Escrow Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of one or more Schedules of Property, Acceptance Certificates, Incumbency Certificates, Payment Schedules, and any tax certificates and agreements, as contemplated in the Master Lease) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Master Lease and the Escrow Agreement.

Section 6. No General Liability. Nothing contained in this Resolution, the Master Lease, the Escrow Agreement nor any other instrument shall be construed with respect to Lessee as incurring a pecuniary liability or charge upon the general credit of Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Master Lease, the Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon Lessee or any charge upon its general credit or against its taxing power, except to the extent that the rental payments payable under the Master Lease are special limited obligations of Lessee, subject to annual appropriation as provided in the Master Lease.

Section 7. Appointment of Authorized Lessee Representatives. The Superintendent, the Chief Financial Officer and the Treasurer of Lessee are each hereby designated to act as authorized representatives of Lessee for purposes of the Master Lease until such time as Lessee shall designate any other or different authorized representative for purposes of the Master Lease.

Section 8. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 9. Repealer. All resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent of such inconsistency.

Section 10. Open Meetings. It is hereby found and determined that all formal actions of Lessee concerning and relating to the adoption of this Resolution and the consummation of the transactions contemplated by this Resolution were adopted in open meetings of Lessee, and that all deliberations of Lessee that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

[Remainder of page intentionally left blank]

Section 11. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

Adopted this 28th day of July, 2026.

_____
Sarah Leonardi
Chair, The School Board of Broward County, Florida

Attest:

_____
Dr. Howard Hepburn
Secretary, The School Board of Broward County, Florida

EXHIBIT A

Form of Master Lease-Purchase Agreement and Florida Addendum

MASTER LEASE-PURCHASE AGREEMENT

Dated As of: _____

Lessee: **SAMPLE**

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Master Lease") is made and entered by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the lessee identified above ("Lessee").

1. **LEASE OF EQUIPMENT.** Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.

2. **CERTAIN DEFINITIONS.** All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "Schedule" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease. (b) "Lease" means any one Schedule and this Master Lease as incorporated into said Schedule. (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person. (e) "Termination Value" has the meaning assigned to such term in the applicable Payment Schedule.

3. **LEASE TERM.** See Section 1 of the Master Lease-Purchase Addendum executed in connection with this Master Lease.

4. **RENT PAYMENTS.**

4.1 For each Lease, Lessee agrees to pay to Lessor the rent payments (the "Rent Payments") in the amounts and at the times as set forth in the Payment Schedule attached to the Schedule (the "Payment Schedule"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Payment Schedule. Lessee acknowledges that its obligation to pay Rent Payments including interest therein accrues as of the Accrual Date stated in the Schedule or its Payment Schedule; provided, that no Rent Payment is due until Lessee accepts the Equipment under the Lease or the parties execute an escrow agreement. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).

4.2 If Lessor receives any payment from Lessee later than ten (10) days from the due date, Lessee shall pay Lessor on demand as a late charge five per cent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

4.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. **DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.**

5.1 Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Equipment suppliers ("Suppliers") selected by Lessee. Lessee shall pay all costs related thereto.

5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable Supplier.

5.3 Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Payment Schedule; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the "Code"); (d) no

material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens; (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease; (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Reserved. (5) copies of resolutions by Lessee's governing body authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

6. **TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.** See Section 2 of the Master Lease-Purchase Addendum executed in connection with this Master Lease.

7. **LIMITATION ON WARRANTIES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY OF THE EQUIPMENT OR AS TO THE VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY OF ANY OF THE EQUIPMENT**. For and during the Lease Term, Lessor hereby assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. **TITLE; SECURITY INTEREST.** See Section 3 of the Master Lease-Purchase Addendum executed in connection with this Master Lease.

9. **PERSONAL PROPERTY.** All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. **MAINTENANCE AND OPERATION.** Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements; and (c) comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. **LOCATION; INSPECTION.** Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. **LIENS, SUBLEASES AND TAXES.**

12.1 Lessee shall keep all Equipment free and clear of all Liens. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2 To the extent that Lessee is subject to any Taxes, Lessee shall pay when due all such Taxes which may now or hereafter be imposed upon any Equipment or its ownership, lease, rental, sale, purchase, possession or use, upon any Lease or upon any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means, to the extent that Lessee is subject to any taxes, present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor,

including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

13. **RISK OF LOSS.**

13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to (a) Lessee's obligations under this Section 13 or (b) repair or replace such Equipment, as mutually agreed upon by Lessee and Lessor.

13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens), in which event such replacement equipment shall automatically be Equipment under the applicable Lease, and deliver to Lessor true and complete copies of the invoice or bill of sale covering the replacement equipment; or (b) on earlier of 60 days after the Casualty Loss or the next scheduled Rent Payment date (the "Loss Payment Due Date"), pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payments due on or accrued through such date plus (ii) an amount equal to the Termination Value as of the Rent Payment date (or if the Casualty Loss payment is due between Rent Payment dates, then as of the Rent Payment date preceding the date that the Casualty Loss payment is due) set forth in the Payment Schedule to the applicable Lease plus (iii) a Break Funding Charge. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment and a revised Payment Schedule. "Break Funding Charge" means the amount, if any, by which (a) the present value of all Remaining Payments discounted to the Prepayment Date at a rate equal to the swap rate of an interest rate swap which the Lessor shall be deemed to have entered into as of the business day preceding the Prepayment Date exceeds (b) the present value of all Remaining Payments discounted to the Prepayment Date at a rate equal to the swap rate of an interest rate swap which the Lessor shall be deemed to have entered into as of the date of the Lease. "Fair Market Value" means the amount which would be paid for an item of Equipment by an informed and willing buyer (other than a used equipment or scrap dealer) and an informed and willing seller neither under a compulsion to buy or sell. "Prepayment Date" means, (i) in the case of a payment resulting from a Casualty Loss, the Loss Payment Due Date, or (ii) in the case of a demand made pursuant to section 20, the Demand Date. "Remaining Payments" means, as of the Prepayment Date, (a) the remaining rents and all other amounts Lessee is obligated to pay under the Lease at the end of the Lease Term, including, without limitation, an amount equal to the Fair Market Value of the Equipment at the end of the Rent Term as originally anticipated by Lessor at the date of the Lease; provided, that Lessee agrees that such value shall be determined by the books of Lessor as of the date of the Schedule.

13.4 Lessee shall bear the risk of loss for, shall pay directly, and shall defend Lessor against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

14. **INSURANCE.**

14.1 (a) Lessee at its sole expense shall at all times keep all Equipment insured against all Casualty Losses for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as lender loss payee. (b) Lessee at its sole expense shall at all times carry public liability and third party property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of any such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee.

14.2 All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

15. **NO PREPAYMENT.** Lessee shall not be permitted to prepay the Rent Payments or any other obligation under a Lease in whole or in part, except as otherwise provided in the Prepayment Schedule Addendum.

16. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that: (a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body; (b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; (c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders; (d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected; (e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and (f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

17. **TAX COVENANTS.**

17.1 Lessee hereby covenants and agrees that: (a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor; (b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and (c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

17.2 Upon the occurrence of an Event of Taxability, the interest portion of any Rent Payment shall be at the Taxable Rate retroactive to the date of occurrence of the Event of Taxability, and Lessee shall pay such additional amount as will result in Lessor receiving the interest portion of the Taxable Rate identified in the Payment Schedule. For purposes of this section, "Event of Taxability" means a determination that the interest portion of Rent Payments is included for federal income tax purposes in the gross income of the Lessor due to Lessee's action or failure to take action, including breach of covenants set forth in section 17.1 hereof. An Event of Taxability shall occur upon the earliest of: (1) the happening of any event which may cause such Event of Taxability, or (2) Lessor's payment to the applicable taxing authority of the tax increase resulting from such Event of Taxability, or (3) the adjustment of Lessor's tax return to reflect such Event of Taxability, or (4) the date as of which the interest portion of the Rent Payments is determined by the Internal revenue Service to be includable in the gross income of the Lessor for federal income tax purposes.

18. **ASSIGNMENT.**

18.1 Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

18.2 Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to any party at any time; provided, however, that any assignment under this Section 18 may only be made to an internal, related/affiliate entity of Lessor. Any such assignee or lienholder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. **LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR, SO LONG AS SUCH RIGHTS ARE NOT EXTINGUISHED AGAINST LESSOR.** Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee, provided, that such notice from Lessor to Lessee of any assignment shall not be so required if Lessor assigns a Lease to JPMORGAN CHASE & CO. or any of its direct or indirect subsidiaries. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code and for such purpose, Lessee hereby appoints Lessor (or Lessor's designee) as the book entry and registration agent to keep a complete and accurate record of any and all assignments of any Lease. Lessee agrees to acknowledge in writing any such assignments if so requested

18.3 Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to exclude the obligations of Lessee under any Non-Assigned Leases; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Lease or any Equipment covered by any Non-Assigned Lease; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned

Leases. "Assigned Leases" means only those Leases which have been assigned to a single Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

18.4 Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. **EVENTS OF DEFAULT.** For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. **REMEDIES.** See Section 4 of the Master Lease-Purchase Addendum executed in connection with this Master Lease.

21. **RETURN OF EQUIPMENT.** If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) Reserved.(b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. **LAW GOVERNING.** Each Lease shall be governed by the laws of the state where Lessee is located (the "State").

23. **NOTICES.** Any notices and demands under or related to this document shall be in writing and delivered to the intended party at its address stated herein (if to Lessor **1111 Polaris Parkway, Suite 1A (OH1-1085), Columbus, Ohio 43240**, to the attention of the GNPH Operations Manager). Notice shall be deemed sufficiently given or made (a) upon receipt if delivered by hand, (b) on the Delivery Day after the day of deposit with a nationally recognized courier service, (c) on the third Delivery Day after the day of deposit in the United States mail, sent certified, postage prepaid with return receipt requested, and (d) only if to Lessee, on the third Delivery Day after the notice is deposited in the United States mail, postage prepaid. "Delivery Day" means a day other than a Saturday, a Sunday, or any other day on which national banking associations are authorized to be closed. Any party may change its address for the purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

24. **FINANCIAL INFORMATION.** Lessee agrees to furnish to Lessor annual audited financial statements of Lessee within 180 days of the end of each fiscal year of Lessee. Additionally, Lessee agrees to provide additional information as reasonably requested by Lessor.

25. **SECTION HEADINGS.** All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

26. **EXECUTION IN COUNTERPARTS.** Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. If more than one counterpart of each Schedule is executed by Lessee and Lessor, then only one may be marked "Lessor's Original" by Lessor.

27. **ENTIRE AGREEMENT; WRITTEN AMENDMENTS.** Each Lease, together with the exhibits, schedules and addenda attached thereto and made a part hereof and other attachments thereto constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

28. **OFFSHORING.** Subject to applicable laws, processing of Lessee confidential information may be performed by any Lessor affiliate, including affiliates, branches and units located in any country in which Lessor conducts business or has a service provider. In addition, Lessor may perform certain services and functions outside the United States that are indirect, ancillary, redundant back-up, back office, exception processing or services that are incidental to the performance of this agreement. Lessee authorizes Lessor to transfer customer information to such affiliates, branches and units at such locations as Lessor deems appropriate. For business resiliency purposes and disaster recovery services, subject to Lessor's cybersecurity and privacy policies, certain services and functions may be performed outside of the United States. Lessor reserves the right to store, access, view or process any data wherever it deems appropriate for the services Lessor provides.

29. **ELECTRONIC SIGNATURES.** Delivery of an executed counterpart of a signature page of (x) this Agreement, (y) any other Related Document and/or (z) any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement, any other Related Document and/or the transactions contemplated hereby and/or thereby (each an "Ancillary Document") that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Related Document or such Ancillary Document, as applicable. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement, any other Related Document and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require Lessor to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent Lessor has agreed to accept any Electronic Signature, Lessor shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of Lessee or any other Obligor without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of Lessor, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, Lessee hereby (A) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among Lessor, Lessee and Obligors, Electronic Signatures transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Related Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (B) Lessor may, at its option, create one or more copies of this Agreement, any other Related Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (C) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Related Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Related Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (D) waives any claim against any Affiliates of Lessor for any liabilities arising solely from Lessor's reliance on or use of Electronic Signatures and/or transmissions by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any liabilities arising as a result of the failure of Lessee and/or any Obligor to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature. As used herein, "Electronic Signature" means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record. "Obligor" means any Lessee, guarantor, surety, co-signer, endorser, general partner or other Person who may now or in the future be obligated to pay any of the liabilities under this Agreement. "Person" means any individual, business or other entity, or any governmental authority. "Related Documents" means this Agreement, the Lease, the Schedules, and any other instrument or document executed in connection with this Agreement or the Lease.

30. **Reserved.**

JURY WAIVER: ALL PARTIES TO THIS MASTER LEASE WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS MASTER LEASE AND ANY LEASE.

(The next page is the signature page)

SAMPLE

(Lessee)

By: _____

Title: _____

JPMORGAN CHASE BANK, N.A.

(Lessor)

By: _____

Title: Authorized Officer

MASTER LEASE-PURCHASE ADDENDUM
(For Local Government Lessee in Florida)

Dated: _____

Master Lease-Purchase Agreement Date: _____

Lessee: SAMPLE

Reference is made to the above Master Lease-Purchase Agreement ("Master Lease") by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the above lessee ("Lessee"). This Addendum amends and modifies the terms and conditions of the Master Lease and is hereby made a part of the Master Lease. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable consideration to induce the execution of Leases, Lessor and Lessee hereby agree to amend the Master Lease as follows:

1. The entire Section 3 of the Master Lease is amended and restated as follows:

3. **TERM.**

(a) The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease. Each Lease Term shall consist of an Original Term and, if renewed as stated below, such number of Renewal Terms as shall extend the Lease Term of a Lease to the date that the last Rent Payment stated in the Payment Schedule to such Lease is due and payable.

(b) The Original Term of each Lease will commence on the first date any of the Equipment is accepted by Lessee pursuant to Section 5 hereof and shall extend to the last day of the fiscal year of Lessee in which such commencement date occurs. Lessee has the option to renew the Lease Term of each Lease and each Renewal Term of a Lease shall be twelve months, shall correspond to Lessee's fiscal year and shall commence on the first day following the last day of the Original Term or the preceding Renewal Term, as the case may be; provided, that the last scheduled Renewal Term of a Lease shall be such lesser number of months as may be necessary to extend the Lease Term of the Lease to the date that the last Rent Payment stated in the Payment Schedule is due and payable.

(c) The Original Term of each Lease shall terminate on the last day of the fiscal year of Lessee that corresponds to the Original Term and each Renewal Term shall terminate on the last day of the fiscal year of Lessee that corresponds to said Renewal Term; provided, that the Original Term and each Renewal Term of each Lease may be renewed for the succeeding Renewal Term, but only if a Renewal Act is taken by Lessee. "Renewal Act" means the affirmative act of Lessee whereby Lessee gives notice of its intent to renew the affected Lease for the applicable Renewal Term; provided, that, if permitted by applicable State law, the act of the governing body of Lessee whereby funds are appropriated to pay Rent Payments for a Lease that are due and payable in such succeeding Renewal Term shall be deemed such an affirmative act of Lessee.

2. The entire Section 6 of the Master Lease is amended and restated as follows:

6. **TERMINATION FOR NON-RENEWAL.**

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Original Term commences; and that it currently intends to make Rent Payments for the full Lease Term as scheduled in the applicable Payment Schedule. Without contractually committing itself to do so, Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available for all Rent Payments. All Rent Payments shall be payable out of the capital funds of Lessee or out of other funds legally available for such purpose. Lessor agrees that no Lease will be a general obligation of Lessee and that no Lease shall constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee.

6.2 If Lessee fails to renew a Lease Term of a Lease as provided above, then a "Non-Renewal Event" shall be deemed to have occurred. If a Non-renewal Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Renewal Event; and (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof, provided, that if Lessee fails to so return the Equipment, then Lessee shall pay to Lessor the full amount under Section 15 hereof as if Lessee had elected to exercise its purchase option for Equipment. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

3. The entire Section 8 of the Master Lease is amended and restated as follows:

8. **TITLE; UCC FILINGS.**

8.1 Upon Lessee's acceptance of any Equipment under a Lease, title to the Equipment shall vest in Lessee, subject to Lessor's rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2 Lessor shall not have a security interest in any of the Equipment under the Uniform Commercial Code of the State of Florida, but, in order to give notice to others of Lessor's rights under Sections 6, 20 and 21 hereof, Lessee agrees to execute and deliver to Lessor UCC financing statements relating to the Equipment and any amendments thereto.

4. The entire Section 20 of the Master Lease is amended and restated as follows:

20. **REMEDIES.** If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay, and Lessee agrees that it shall pay, (1) all amounts then currently due under all Leases, (2) all remaining Rent Payments due under all Leases during the fiscal year in effect when the Event of Default occurs, and (3) interest on the foregoing amounts at the highest lawful rate from the date of Lessor's demand for such payment;

(b) upon Lessor's request, Lessee will promptly return all Equipment to Lessor in the manner set forth in Section 21, provided, that if Lessee fails to so return any Equipment, Lessor 's exclusive remedy for such failure is a right to commence an equitable proceeding for a writ of mandamus or other equitable right for specific performance of Lessee's agreement to so return the Equipment to Lessor and Lessor acknowledges that such remedy is subject to all applicable equitable defenses of Lessee;

(c) if Lessee returns any Equipment to Lessor under clause (b) above, then Lessor agrees to use commercially reasonable efforts under then current circumstances to sell, lease or otherwise dispose of such Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any such Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee up to, but not exceeding, all amounts then currently due under all Leases, plus the Termination Value due under all Leases when the Event of Default occurs plus the expenses set forth in clause (e) of this Section 20;

(d) subject to the provisions of the Leases that restrict Lessor's right at law to repossess or foreclose on the Equipment, Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or Lessor may enforce any of Lessee's obligations under any Lease by appropriate court action at law or in equity; and/or

(e) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this Section 20, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy legally available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

5. Nothing in the Master Lease or any Schedule shall be interpreted or construed as granting Lessor a security interest in or other lien or encumbrance on any Equipment. Notwithstanding anything to the contrary in the Master Lease or any Schedule, Lessor waives and releases any right that it may have at law (including, without limitation, under Article 9 of the Uniform Commercial Code) to repossess or foreclose on any Equipment.

6. Lessor acknowledges that (a) Lessee expects that all Rent Payments will be paid from legally available revenue sources ; (b) no Lease will be a general obligation of Lessee, (c) no Lease will be payable from a pledge of ad valorem taxes, and (d) no Lease shall constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee.

Except as expressly amended by this Addendum and other modifications signed by Lessor and Lessee, the Master Lease remains unchanged and in full force and effect. This Addendum shall control in the event of any conflict between its terms and conditions and the terms and conditions of the Master Lease.

(The next page is the signature page)

MASTER LEASE-PURCHASE ADDENDUM
(For Local Government Lessee in Florida)
Signature page

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

SAMPLE	**JPMORGAN CHASE BANK, N.A.**
(Lessee)	(Lessor)
By: _____	By: _____
Title: _____	Title: Authorized Officer

EXHIBIT B

Form of Escrow Agreement

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (*"Escrow Agreement"*) is made as of _____, 20___ by and among JPMorgan Chase Bank, N.A. (*"Lessor"*), SAMPLE LEESSE NAME(*"Lessee"*) and U.S. BANK NATIONAL ASSOCIATION, as escrow agent (*"Escrow Agent"*).

Lessor and Lessee have heretofore entered into that certain Master Lease-Purchase Agreement dated as of _____, 20___ (the *"Master Agreement"*) and a Lease Schedule No. XXXXXX thereto dated _____, 20___ (the *"Schedule"* and, together with the terms and conditions of the Master Agreement incorporated therein, the *"Agreement"*). The Schedule contemplates that certain personal property described therein (the *"Equipment"*) is to be acquired from the vendor(s) or manufacturer(s) thereof (the *"Vendor"*). After acceptance of the Equipment by Lessee, the Equipment is to be financed by Lessor to Lessee pursuant to the terms of the Agreement.

The Escrow Funding Schedule Addendum and Arbitrage Certificate to the Lease (the "Escrow Addendum") further contemplates that Lessor will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the *"Purchase Price"*), being $_____, with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the *"Escrow Fund"*) is to be applied to pay the Vendor its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); and, if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The moneys and investments held in the Escrow Fund are for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Master Agreement. For such purpose, Escrow Agent hereby agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Lessor's interest therein.

2. On such day as is determined to the mutual satisfaction of the parties (the *"Closing Date"*), Lessor shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, Escrow Agent agrees to accept the deposit of the Purchase Price by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow

Fund from time to time shall be held or registered in the name of Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by Escrow Agent in one or more investments as directed by Lessee. Absent written direction from Lessee, the cash will be invested in the U.S. Bank National Association Money Market Deposit Account, as set forth in Exhibit 1. Lessee represents and warrants to Escrow Agent and Lessor that the investments selected by Lessee for investment of the Escrow Fund are permitted investments for Lessee under all applicable laws. Lessee and Lessor recognize and agree that Escrow Agent will not provide supervision, recommendations or advice relating to either the investment of the Escrow Fund or the purchase or disposition of any investment and Escrow Agent will not have any liability for any loss in an investment made pursuant to the terms of this Escrow Agreement. Escrow Agent has no responsibility whatsoever to determine the market or other value of any investment and makes no representation or warranty as to the accuracy of any such valuations. Escrow Agent will use due diligence to collect amounts payable under a check or other instrument for the payment of money comprising the Escrow Fund and shall promptly notify Lessee and Lessor in the event of dishonor of payment under any such check or other instruments. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Escrow Fund. The parties acknowledge that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the escrow, the parties waive receipt of such confirmations, to the extent permitted by law. Escrow Agent shall furnish a statement of security transactions on its regular monthly reports. Escrow Agent may elect, but shall not be obligated, to credit the Escrow Fund with funds representing income or principal payments due on, or sales proceeds due in respect of, assets in the account, or to credit to the account assets intended to be purchased with such funds, in each case before actually receiving the requisite funds from the payment source, or to otherwise advance funds for account transactions. Notwithstanding anything else in this Escrow Agreement, (i) any such crediting of funds or assets shall be provisional in nature, and Escrow Agent shall be authorized to reverse or offset any such transactions or advances of funds in the event that it does not receive good funds with respect thereto, and (ii) nothing in this Escrow Agreement shall constitute a waiver of any of U.S. Bank National Association's rights as a securities intermediary under Uniform Commercial Code §9-206. Escrow Agent may also set-off against and deduct from the Escrow Fund with respect to checks or other deposits that have been credited to the accounts but are subsequently returned unpaid or reversed, or other overdrafts that may arise from time to time in the account (whether by reason of provisional credit, failed or assumed settlements, claw-backs or other reason).

5. Upon request by Lessee and Lessor, Escrow Agent shall send monthly statements of account to Lessee and Lessor, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) Upon Escrow Agent's acceptance of the deposit of the Purchase Price, an amount equal to Escrow Agent's acceptance fee, as set forth on Exhibit 2 hereto, shall be disbursed from the Escrow Fund to Escrow Agent in payment of such fee.

(b) Escrow Agent shall pay costs of the Equipment upon receipt of a duly executed Requisition Request (substantially in the format of Exhibit 3) signed by Lessor and Lessee. Lessor's and Lessee's authorized signatures are provided in Exhibit 5 attached hereto. Escrow Agent will use best efforts to process requests for payment within one (1) Business Day of receipt of Requisition Requests received prior to 2:00 p.m. Central Time. The final Requisition Request shall be accompanied by a duly executed Final Acceptance Certificate form attached as Exhibit 4 hereto, upon which Escrow Agent may conclusively rely. For purposes of this Escrow Agreement,

"Business Day" shall mean any day, other than a Saturday, Sunday or legal holiday, on which Escrow Agent is open to the public for general banking purposes.

Escrow Agent is authorized but shall not be required to seek confirmation of instructions received hereunder by telephone call-back to any person designated by the instructing party on Exhibit 5 hereto, and Escrow Agent may rely upon the confirmation of anyone purporting to be a person so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Escrow Agent and shall be effective only after Escrow Agent has a reasonable opportunity to act on such changes. If Escrow Agent is unable to contact any of the designated representatives identified in Exhibit 5, Escrow Agent is hereby authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to any one or more of Lessee's or Lessor's executive officers ("Executive Officers"), as Escrow Agent may select. Such Executive Officer shall deliver to Escrow Agent a fully executed incumbency certificate, and Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. Lessee and Lessor agree that Escrow Agent may at its option record any telephone calls made pursuant to this Section. Escrow Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Lessee and Lessor to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank so designated. Lessee and Lessor acknowledge that these optional security procedures are commercially reasonable.

(c) Upon receipt by Escrow Agent of written notice from Lessor that an Event of Default or a Non-Appropriation Event has occurred under the Agreement, upon which Escrow Agent may conclusively rely, all funds then on deposit in the Escrow Fund shall be paid to Lessor for application in accordance with the Master Agreement, and this Escrow Agreement shall terminate.

(d) Upon receipt by Escrow Agent of written notice from Lessor that the purchase price of the Equipment has been paid in full (upon which Escrow Agent may conclusively rely) or upon the Escrow Expiration Date set forth below , Escrow Agent shall pay the funds then on deposit in the Escrow Fund to Lessor to be applied first to the next Rental Payment due under the Agreement, second, to reimburse Lessee for the interest portion of the Rental Payments previously made within the past 18 months, and third, to prepayment of the principal component of Lease Payments in inverse order of maturity. To the extent the Agreement is not subject to prepayment, Lessor consents to such prepayment to the extent of such prepayment amount from the Escrow Fund. Following disbursement of funds pursuant to this Escrow Agreement, Escrow Agent shall have no responsibility whatsoever to determine whether any funds will be used and applied in the manner contemplated herein. Upon disbursement of all amounts in the Escrow Fund, this Escrow Agreement shall terminate.

Escrow Expiration Date:_____

(e) This Escrow Agreement shall terminate upon the distribution of all the amounts in the Escrow Fund pursuant to any applicable provision of this Escrow Agreement, and Escrow Agent will thereafter have no further obligation or liability whatsoever with respect to this Escrow Agreement.

7. The fees and expenses, including any legal fees, of Escrow Agent incurred in connection herewith shall be paid by Lessee upon Escrow Agent's demand. The basic fees and expenses of Escrow Agent shall be as set forth on Exhibit 2 and Escrow Agent is hereby authorized to deduct such fees and expenses from the Escrow Fund as and when the same are incurred without any further authorization from Lessee or Lessor. Escrow Agent may employ legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder and shall have full and complete authorization and protection in acting in accordance with the advice of such counsel, except in the event of Escrow Agent's

gross negligence, willful misconduct or bad faith. Escrow Agent waives any claim against Lessor with respect to compensation hereunder.

8. Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties will be implied. Escrow Agent shall have no liability for acting upon any written instruction presented by Lessee or Lessor in connection with this Escrow Agreement, which Escrow Agent in good faith believes to be genuine. Furthermore, Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own gross negligence, willful misconduct or bad faith. In no event will Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages or penalties of any kind (including, but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such damages or penalty and regardless of the form of action. Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by Escrow Agent. Lessee shall, to the fullest extent permitted by law, indemnify and hold harmless Escrow Agent and each director, officer, employee and affiliate of Escrow Agent (each, an "Indemnified Party") upon demand against any and all claims, actions and proceedings (whether asserted or commenced by Lessee, Lessor or any other person or entity and whether or not valid), losses, damages, liabilities, penalties, costs and expenses of any kind or nature (including without limitation reasonable attorneys' fees, costs and expenses) (collectively, "Losses") arising from this Escrow Agreement or Escrow Agent's actions hereunder, except to the extent such Losses are finally determined by a court of competent jurisdiction, which determination is not subject to appeal, to have been directly caused solely by the gross negligence, willful misconduct or bad faith of such Indemnified Party. Lessee further agrees to indemnify each Indemnified Party for all costs, including without limitation reasonable attorneys' fees, incurred by such Indemnified Party in connection with action taken to enforce Lessee's obligations to Escrow Agent under this Escrow Agreement. The obligations of Lessee under this Section shall survive any termination of this Escrow Agreement and the resignation or removal of Escrow Agent.

9. Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Lessor and Lessee. Lessor may at any time remove Escrow Agent as Escrow Agent under this Escrow Agreement upon written notice to Lessee and Escrow Agent. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Lessor. If Lessor fails to appoint a successor escrow agent within thirty (30) days after notice of resignation or removal is received, Escrow Agent may petition a court of competent jurisdiction to appoint a successor escrow agent, and all costs and expenses related to such petition shall be paid by Lessee.

10. Lessee hereby represents, covenants and warrants that pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Agreement will be expended for the governmental purposes for which the Agreement was entered into, as follows: at least 15% within six months after the Commencement Date, such date being the date of deposit of funds into the Escrow Fund, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall, at its sole expense and cost, compute rebatable arbitrage on the Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final rental or Lease Payment due under the Agreement. Except as otherwise agreed by Escrow Agent in writing, Escrow Agent has no tax reporting or withholding obligation except to the Internal Revenue Service with respect to Form 1099-B reporting on payments of gross proceeds under Internal Revenue Code Section 6045 and Form 1099 and Form 1042-S reporting with respect to investment income earned on the Escrow Fund, if any. Lessee and Lessor shall provide Escrow Agent a properly completed IRS Form W-9 or Form W-8, as applicable, for each payee. If requested tax documentation is not so provided, Escrow Agent is authorized to withhold taxes as required by the United States Internal Revenue Code and related regulations.

11.In the event of (i) any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby or (ii) Escrow Agent is unable, after reasonable due diligence, to determine the proper action with respect to its obligations hereunder, Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing Escrow Agent may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing Escrow Agent shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; or

(b) all differences shall have been adjusted by Master Agreement and Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve any such disagreement hereunder.

12. All notices, approvals, consents, requests and other communications hereunder (each, a "Notice") must be in writing (and any communication sent to Escrow Agent hereunder must be in the form of a document that is signed manually or by way of an Electronic Signature as provided below, including a digital signature provided via DocuSign (or such other digital signature provider as specified in writing to Escrow Agent by either Lessor or Lessee) or an electronic copy thereof), in English, and may only be delivered (a) by personal delivery, or (b) by national overnight courier service, or (c) by certified or registered mail, return receipt requested, or (d) by facsimile transmission, with confirmed receipt or (e) by email by way of a PDF attachment thereto. Notice shall be effective upon receipt except for Notice via email, which shall be effective only when the recipient, by return email or Notice delivered by other method provided for in this Section, acknowledges having received that email (with an automatically generated receipt or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section).

Delivery of an executed counterpart of a signature page of (A) this Agreement and/or (B) any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement and/or the transactions contemplated hereby (each an "Ancillary Document") that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement or such Ancillary Document, as applicable. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. Each party hereto shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of any other party without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature. Upon the request of Escrow Agent or Lessor, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, each party hereby (A) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among any of the parties, Electronic Signatures transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (B) each party may, at its option, create one or more copies of this Agreement and/or any Ancillary Document in the form of an imaged

electronic record in any format, which shall be deemed created in the ordinary course of such party's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), and (C) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement and/or such Ancillary Document, respectively, including with respect to any signature pages thereto. As used herein, "Electronic Signature" means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record. Each other party agrees to assume the risks arising out of the use of Electronic Signatures and electronic methods to submit Notices to Escrow Agent, including without limitation the risk of Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of any party under this Escrow Agreement may be assigned without the prior written consent of each other party, such consent not to be unreasonably withheld or delayed.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of the Escrow Agent's location. This Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties. Nothing in this Escrow Agreement, express or implied, is intended to or will confer upon any person other than the signatory parties hereto any right, benefit or remedy of any nature whatsoever under or by reason of this Escrow Agreement.

15. This Escrow Agreement and any written direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction.

16. Reserved.

17. If any portion of the Escrow Fund held hereunder is at any time attached, garnished or levied upon, or otherwise subject to any valid and enforceable writ, order, decree or process of any court, or in case disbursement of such funds is stayed or enjoined by any valid and enforceable court order, Escrow Agent is authorized, in its sole and good faith discretion, to respond as it deems appropriate or to comply with all such valid and enforceable writs, orders, decrees or process so entered or issued, whether with or without jurisdiction; and if Escrow Agent relies upon or complies with any such valid and enforceable writ, order, decree or process, it will not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even if such order is later reversed, modified, annulled, set aside or vacated.

18. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.

19. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, Escrow Agent requires documentation to verify its formation and existence as a legal entity. Escrow Agent may require financial statements, licenses or identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

JPMorgan Chase Bank, N.A.as Lessor
By:
Name:
Title:
Address: 1111 Polaris Parkway, Suite 1A OH1-1085 Columbus, OH 43240

Lessee Name, as Lessee
By:
Name:
Title:
Address:

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent
By:
Name:
Title:
Address: U.S. Bank National Association Global Corporate Trust 10 West Market Street, Suite 830 Indianapolis, IN 46204

EXHIBIT 1

U.S. BANK NATIONAL ASSOCIATION
MONEY MARKET DEPOSIT ACCOUNT AUTHORIZATION FORM
DESCRIPTION AND TERMS

The U.S. Bank Money Market Deposit Account is a U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account designed to meet the needs of its customers. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366.) This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank's discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank, U.S. Bank Trust National Association, or U.S. Bank Trust Company National Association (as applicable) (the "U.S. Bank Entities") as agent for Global Corporate Trust customers. The U.S. Bank Entities perform all account deposits and withdrawals. Deposit accounts are FDIC-insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

THE U.S. BANK ENTITIES, WHEN ACTING AS AN INDENTURE TRUSTEE OR IN A SIMILAR CAPACITY, ARE NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR INVESTMENT ADVISOR.

AUTOMATIC AUTHORIZATION

In the absence of specific written direction to the contrary as may be authorized under the governing agreement, the applicable U.S. Bank Entity is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Deposit Account. Customer confirms that the U.S. Bank Money Market Deposit Account is a permitted investment under the governing agreement and this authorization is the permanent direction for investment of the moneys until the applicable U.S. Bank Entity is notified in writing of alternate instructions.

EXHIBIT 2

Schedule of Fees for Services as
Escrow Agent
Equipment Lease Purchase Escrow

CTS01010A	**Acceptance Fee** The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing.	Waived
CTS04460	**Escrow Agent** One Time fee for the standard escrow agent services associated with the administration of the account. Administration fees are payable in advance.	$1500 (SAMPLE FEE)
	Direct Out of Pocket Expenses Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.	At Cost
	Extraordinary Services Extraordinary Services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the services and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.	

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

EXHIBIT 3

REQUISITION REQUEST

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of **_____, 20___** (the *"Escrow Agreement"*) by and among JPMorgan Chase Bank, N.A. (the *"Lessor"*), __SAMPLE_____ (the *"Lessee"*), and U.S. Bank National Association (the *"Escrow Agent"*), the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee) with respect to equipment being financed under that certain Master Lease-Purchase Agreement dated as of **_____, 20___** (the *"Master Agreement"*) and Lease Schedule No. XXXXXX thereto dated **_____, 20___** (the *"Schedule"* and, together with the terms and conditions of the Master Agreement incorporated therein, the *"Agreement"*), by and between the Lessor and the Lessee, and has not formed the basis of any prior requisition request, and as listed on Schedule A-1 attached hereto.

Pursuant to Section 6(b) of the above-referenced Escrow Agreement, Lessor and Lessee hereby instruct Escrow Agent to disburse funds from the Escrow Account to [Lessee], as provided below:

Payee: _____

Amount:_____

Wire/ACH	**Check**
Bank Name:	Name:
Bank Address:	Address 1:
ABA No.:	Address 2:
Account Name:	City/State
Account No.:	Zip Code:

Payee: _____

Amount:_____

Wire/ACH	**Check**
Bank Name:	Name:
Bank Address:	Address 1:
ABA No.:	Address 2:
Account Name:	City/State
Account No.:	Zip Code:

Payee: _____

Amount:_____

Wire/ACH	**Check**
Bank Name:	Name:
Bank Address:	Address 1:
ABA No.:	Address 2:
Account Name:	City/State
Account No.:	Zip Code:

The undersigned, as Lessee under the Master Agreement, hereby certifies:

1. The items of the Equipment being acquired with the proceeds of this disbursement have been delivered and installed at the location(s) contemplated by the Master Agreement. The Lessee has conducted such inspection and/or testing of the Equipment being acquired with the proceeds of this disbursement as it deems necessary and appropriate, and such Equipment has been accepted by Lessee.

2. The costs of the Equipment to be paid from the proceeds of this disbursement have been properly incurred, are a proper charge against the Escrow Fund and have not been the basis of any previous disbursement.

3. No part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Equipment or for services not yet performed in connection therewith.

4. The Equipment is covered by insurance in the types and amounts required by the Agreement.

5. No Event of Default or Event of Nonappropriation (if applicable), as each such term is defined in the Master Agreement, and no event which with the giving of notice or lapse of time, or both, would become such an Event of Default or Event of Nonappropriation has occurred and is continuing on the date hereof.

6. If Lessee paid an invoice prior to the commencement date of the Master Agreement, and is requesting reimbursement for such payment, Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

7. Lessee agrees that (a) the Lessor has not selected, manufactured, sold or supplied any of the Equipment, (b) Lessee has selected all of the Equipment and its suppliers, and (c) Lessee has received a copy of, and approved, the purchase orders or purchase contracts for the Equipment.

Request Date: _____

Lessor: JPMorgan Chase Bank, N.A.
By:
Name:
Title:

Lessee: SAMPLE
By:
Name:
Title:

SCHEDULE A-1
Equipment Description

(This Schedule A-1 is attached to a Requisition Request relating to the Lease Schedule.)

Lease Schedule No: XXXXXX dated _____, 20___

The Equipment described below includes all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.

Equipment Location: _____

_____

Equipment Description: _____

_____

Exhibit 4

Final Acceptance Certificate

JPMorgan Chase Bank, N.A.
1111 Polaris Parkway, Suite 1A
OH1-1085
Columbus, OH 43240

Re: Lease **Schedule No.** XXXXXX to Master Lease-Purchase Agreement between JPMorgan and ____SAMPLE LEESEE NAME_____

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with, JPMorgan ("Lessor"), as follows:

(1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.

(2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

Acceptance Date: _____

Lessee: Lessee Name
By:
Name:
Title:

Exhibit 5

Each of the following person(s) is a **Lessee Representative** authorized to execute escrow documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Lessee's behalf (only one signature required):

Name	Specimen signature	Telephone No
Name	Specimen signature	Telephone No
Name	Specimen signature	Telephone No

(Note: if only one person is identified above, please add the following language:)

The following persons (not listed above) are authorized for call-back confirmations:

Name	Telephone Number
Name	Telephone Number
Name	Telephone Number

Each of the following person(s) is a **Lessor Representative** authorized to execute escrow documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Lessor's behalf (only one signature required):

Name	Specimen signature	Telephone No
Meron Gola	Standing Signature on File	614-217-4670
Kris Hewitt	Standing Signature on File	614-213-8581
Edgar Lopez	Standing Signature on File	312-954-0046
Anthony Stimac	Standing Signature on File	312-732-8977
Kelsey A. Bruck	Standing Signature on File	614-213-9516
Valerie Williams	Standing Signature on File	312-336-0553
Vanessa De Santiago	Standing Signature on File	312-336-2170
Cameron Sordia	Standing Signature on File	480-514-3578
Monica Munoz	Standing Signature on File	312-336-0384
Faustine Feng	Standing Signature on File	480-627-2508
Micah Reed	Standing Signature on File	312-732-1263
Saundra Fuller	Standing Signature on File	332-799-4873
Susan Meyer	Standing Signature on File	219-688-4344

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-07-28	Regular School Board Meeting
CATEGORY:	RR. Resolutions
DEPARTMENT:	Official School Board Records

Agenda Item Number:	RR-2.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

2026-2027 School Board Resolutions
EXHIBITS FORTHCOMING

REQUESTED ACTION:

Adopt the list of Resolutions for the 2026-2027 School Year. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Resolutions Listing

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	John Sullivan	Phone:	754-321-2616
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

John Sullivan, Chief of Staff and Communications

Signature

John J. Sullivan, Chief of Staff and Communications Jul 8, 2025

Electronic Signature

Form \$4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: July 28, 2026

By: _____

School Board Chair